

# **AGREEMENT BETWEEN**

**University of Victoria**



**and**

**Canadian Union of  
Public Employees  
Local 4163 (Components 1 & 2)**



**September 1, 2006 to August 31, 2010**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union, so that efficient University operations are maintained, to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions that will apply to employees within the scope of the bargaining unit.
- 1.02 Both parties agree that in the event that future legislation renders null and void, or materially alters any provision of this Agreement, all other provisions will remain in effect for the term of this Agreement. New provisions to supersede provisions so affected will be renegotiated at the request of either party.

## **ARTICLE 2 - UNION RECOGNITION**

### **2.01 Union Recognition**

The University recognizes the Canadian Union of Public Employees Local 4163 as the sole and exclusive bargaining agent and representative for the employees of the University of Victoria for whom they have been certified by the Labour Relations Board of British Columbia.

### **2.02 Exclusions**

- (a) Persons represented by other certified bargaining units.
- (b) Persons excluded by the *Labour Relations Code of British Columbia (RSBC 1996, c. 244)* or by written agreement of the Parties.
- (c) Consistent with the bargaining unit certification, all Post-Doctoral Fellows, Research Fellows and Research Associates whose positions are funded entirely from external research grants. Individuals whose salaries are paid in whole or in part from University operating funds will be also be excluded unless the number of such positions exceeds two percent of the bargaining unit membership. In that event, exceptions will require written agreement of the parties.
- (d) It is understood that persons working in positions within the scope of this bargaining unit who also perform work of an exclusionary nature as defined above (e.g. grant-funded Research Assistants, Post-Doctoral Fellows) are included in the bargaining unit for their work in a bargaining unit position only.
- (e) The University undertakes not to assign University work that is within the scope of the bargaining unit to grant-funded persons whose jobs are not in the bargaining unit, except in cases agreed on in writing between the Parties.

**2.03 No other Agreements**

No employee will be required or permitted to make a written or verbal agreement with the University or its representatives, which conflicts with the terms of this Agreement.

**2.04 Union Representation**

The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors to the Union when dealing or negotiating with the University.

**ARTICLE 3 - UNION DUES AND INFORMATION**

**3.01 Dues Check-off**

The Union, on behalf of all employees within the bargaining unit, authorizes the University to deduct and pay out of the wages and or salary due to the employees, the appropriate initiation fees, union dues and assessments, as established by the Union.

It is understood that dues and assessments will be either a flat dollar amount or a percentage of salary, and that the University will not deduct initiation fees for employees with an existing employee number. Only employees hired for the first time in the bargaining unit will be deducted the initiation fee. The deduction methods set out in this article are subject to the Union Constitution.

It is recognized that some employee's deductions may be missed on their first payroll due to payroll deadlines. The University will make every effort to minimize this; however, the University will not be held responsible if some dues are missed in these circumstances. The Union will be provided the required information to recover missed dues directly from employees [see Article 3.03 and 3.06(c)]. The parties agree to monitor the initial implementation of this method and, if appropriate, to consult on practical alternatives if there are serious problems.

All current employees as of the date of certification (June 1, 1999) will be deemed union members unless they opt out of union membership by written notice to the Union. The employees who opt out of the Union will have an amount equal to dues deducted and remitted to the Union. All new employees will be members of the Union.

**3.02 Orientation**

During the period up to the fourth (4<sup>th</sup>) week of the first term of the Winter Session, the University will arrange and hold induction/orientation meetings of all members of the bargaining unit in each Department (or equivalent), as per Appendix D. During such meetings, up to one half hour will be provided for a representative of the Union to discuss the function of the Union. Departments which handle orientation on an individual basis will inform the Union. The Union may then arrange its own meeting and the Department will distribute to all employees in the Department written notices provided by the Union of any union-organized orientation meeting.



**3.03 Notice of Changes**

The Union will inform the University in writing, with a minimum of two months notice, of any change in the amount of initiation fees, regular dues and assessments to be deducted, and the University will deduct at the rate for which it has received most recent notice.

**3.04 Forwarding Dues**

Deductions will be forwarded to the Treasurer of the Union, or electronically transferred to the Union's account, not later than the fifteenth (15<sup>th</sup>) of the month following the month for which the deduction was made, accompanied by a detailed list of names of all employees in the bargaining unit and their employee numbers, amount of dues deducted and amount of earnings. Where technical problems arise and the University is unable to forward these deductions by the agreed date, the University will provide an interim payment so that the Union can meet the requirements of its Constitution. As soon as possible thereafter, the University will make the necessary adjustments and finalize the dues payment and report noted above.

**3.05 T-4s**

The University will indicate the monthly deduction of dues on each employee's pay notification and will report on the employee's T4 slip the total union dues deducted during the previous year.

**3.06 Indemnification**

The Union will indemnify and save the University harmless from all and any claims which may be made against it by an employee or employees, for amounts deducted from pay as provided in this Article.

**3.07 Information**

[Note: It is understood that where possible, reports in this article will be supplied electronically.]

- (a) The University agrees to inform all applicants for employment in the bargaining unit (either in the written offer of employment or on a posting) that the Union represents the bargaining unit and that a Collective Agreement is in effect.
- (b) The University agrees to provide the Union, either prior to or by the fifth (5th) week of each academic term, (or upon reasonable request), with a listing alphabetically by department and by classification of the names, home phone numbers, and addresses of bargaining unit members, unless an employee specifically requests otherwise to be excluded from the listing.
- (c) The University also agrees to provide employees with a copy of this Agreement upon commencement of their employment. The cost of printing the Agreement will be shared equally between the University and the Union. The number of copies printed will be determined through mutual agreement of the parties.

- 3.07 (d) The University will provide the Union, no later than the fifteenth (15th) of each month, with a report of employees paid by time sheet who have worked in the previous month, indicating name, hours worked, department and whether union dues were paid.
- (e) The Union will provide the University with the name, department, email and telephone number of each Union Steward, Executive Member(s) and of the Union Representative(s) annually, by October 31st, and such changes thereafter as they occur.
- (f) The University will provide the Union with the names, departments, email and telephone numbers of the academic and/or administrative departmental contact for all members of the bargaining unit by October 31st each year.

**3.08 Orientation Forms**

Forms notifying employees of the departmental orientation meetings will be consistent with the sample form set out in Appendix D.

**ARTICLE 4 - UNION FACILITIES**

**4.01 Bulletin Boards**

The University will provide space on a bulletin board in each Department where members of the bargaining unit are employed and such space will be designated as CUPE 4163 space. The Union will have the exclusive right to use this space to convey information to employees.

**4.02 Campus Mail**

The University agrees to permit the Union the use of Campus Mail facilities for business pertaining to the Union and in order that all members of the bargaining unit be kept well-informed of Union meetings. All postage for metered mail must be supplied by the Union. For purposes of greater certainty, the University agrees to distribute notification of Union meetings provided by the Union to members of the bargaining unit through Campus Mail.

**4.03 Room Bookings**

The University will permit the Union to book University rooms through Non-Academic Bookings for business meetings of the Union at no cost.

**ARTICLE 5 - MANAGEMENT RIGHTS**

The right to manage operations and to direct employees is retained exclusively by the University except as this Agreement otherwise specifies.

## **ARTICLE 6 - DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY, AND OTHER COMPLAINTS**

### **6.01 Discrimination Defined**

- (a) The Parties agree to abide by the *Human Rights Code of British Columbia* (RSBC 1996, c. 210), its spirit, and intent, as it relates to employment of members of the bargaining unit.
- (b) The University and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the bargaining unit in his/her employment relationship by reason of the following: age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation of the employee, or because that employee has been convicted of a criminal or summary conviction offence that is unrelated to her/his employment, or by reason of any other prohibited grounds contained in the British Columbia *Human Rights Code*, nor by reason of membership in a trade union. It is understood that “personnel benefit programs” may make actuarial distinctions on the basis of age, and other lawful distinctions by mutual agreement.

### **6.02 Sexual and Personal Harassment**

- (a) The Union and the University recognize the right of bargaining unit members to work and learn in a work environment free from sexual and personal harassment.
  - i) The University Harassment Policy and Procedures are accessible to all members of the university community and the Office of Equity and Human Rights is available to all employees in the bargaining unit. Nothing in the Harassment Policy and Procedures bars employees from claiming their rights under other procedures whether available at law or under this Agreement.
- (b) The parties agree to the following guidelines in the event of a harassment complaint affecting any employee in the bargaining unit:
  - i) The Equity and Human Rights Office will inform an employee that Union representation is available at the informal stage of the complaint process.
  - ii) Where an employee has submitted a complaint of harassment beyond the informal stage of the Harassment Policy, the Union will be advised in confidence of the existence of a complaint and the employee will be represented by the Union if the employee elects to proceed with a complaint to the completion of the investigation stage under the Harassment Policy.

- 6.02
- iii) Where an employee wishes to pursue a complaint of harassment beyond the informal or investigation stage of the Harassment Policy, the Union will process the complaint as a formal grievance under Article 10 of the Agreement, and the complainant and the Union agree to abandon pursuing the complaint under any other University policy, including the Harassment Policy and Procedures.
  - iv) Where an employee is a respondent to a complaint of harassment beyond the informal stage of either the Harassment Policy or another collective agreement, the Union will be advised in confidence of the existence of a complaint affecting the respondent, and the respondent will be referred to the Union for representation throughout any proceedings.
  - v) These guidelines may be modified, as circumstances warrant by written agreement of the parties and the employee(s) involved in any complaint.

**6.03 Employment Equity**

- (a) The University and the Union hereby acknowledge, recognize and support the employment equity program at the University of Victoria. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with this Agreement unless mutually agreed between the parties.
- (b) Where a preferential or limited hiring is requested that affects employees covered by the certification of the Union, the request will be referred to the bargaining principals for approval.

**6.04 Other Complaints**

The University and the Union agree to cooperate in a timely manner to resolve complaints of behavior, including those under Articles 6.01 and 6.02, that involve or affect members of the bargaining unit and have a detrimental effect on work performance.

**ARTICLE 7 - LABOUR MANAGEMENT RELATIONS**

**7.01 Labour Management**

- (a) No employee or group of employees will undertake to represent the Union at meetings with the University without the proper authorization of the Union. Neither will the University meet with any employee or group of employees undertaking to represent the Union without the authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union will speak for the Union.

- 7.01 (b) The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee (LMC). The LMC will function in an advisory capacity only, making recommendations to the Union and/or the University with respect to its discussions and conclusions, and will not have the power to modify the terms of this Agreement. Such meetings will be held at a mutually agreeable time upon the request of either party.
- (i) Meetings will normally be scheduled on a regular, monthly basis. The date, time and location of each meeting will be set at the end of the prior meeting.
  - (ii) Agenda items will be exchanged between the LMC Union Co-Chair and the Human Resources representative no later than the day before the meetings.
  - (iii) The LMC will normally consist of three or four and not more than six representatives from each party. Quorum for meetings is four participants, two from each side, unless the parties agree otherwise prior to the meeting.
  - (iv) All discussion will be without prejudice and precedent and there will be no limitation on agenda items.
  - (v) Should the parties agree in the meeting to a “with prejudice” statement or outcome, such agreements will only occur in accordance with the provisions of Article 21 of the Agreement.
- (c) Representatives of the Union will have the right to attend meetings between the University and the Union held within working hours without loss of pay.

## 7.02 **Collective Bargaining**

For the purposes of negotiations, the University will provide up to six (6) members of the Union Bargaining Committee release time from their normal duties, without loss of pay, when they are required for negotiations (three (3) from Component I, three (3) from Component II). An additional two Union Bargaining Committee members may be released without loss of pay at the Union’s request, and the University will invoice the Union for the salary cost of the additional two Union Bargaining Committee members. The parties will schedule bargaining sessions to minimize operational impacts.

## **ARTICLE 8 - DISCIPLINE**

### 8.01 **Just Cause**

No employee will be disciplined or discharged without just cause. In all cases of discipline and/or dismissal, the University bears the burden of proving just cause.

## 8.02 **Progressive Discipline**

Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will normally include a verbal warning, a written warning, and suspension prior to discharge. At each stage prior to discharge, the supervisor or administrative head will explain the performance deficiency in detail, outline the standards of performance that are expected, and warn the employee that failure to improve performance will result in further disciplinary action.

## 8.03 **Union Representation**

- (a) Except in cases of gross misconduct, or serious insubordination, there will be no decision to discipline an employee until the cause for discipline has been discussed with the employee by the Department Chair (or designate). An employee and the Union will be given at least twenty-four (24) hours notice of any meeting which may result in discipline beyond a verbal warning. The employee will be advised that he/she has the right to be accompanied by a Union representative. A Union representative will be present at all disciplinary meetings except in a case of gross misconduct or serious insubordination where immediate action is warranted, or in a case where the Union notifies the University that the employee has decided not to be represented by the Union.
- (b) In the event of gross misconduct, or serious insubordination the requirement for twenty-four (24) hours notice may be waived. The supervisor will make a reasonable effort to have a Union representative present at any initial meeting, and in accordance with Article 8.03 (a), a Union representative will be present at all subsequent disciplinary meetings.

### **Location**

- (c) Where an on-campus meeting is not practical because of the employee's work site, the parties agree that such a meeting could be conducted through other media such as teleconference or videoconference. Agreement will be by mutual consent, but will not be unreasonably withheld.

## 8.04 **Disciplinary Record**

- (a) Any disciplinary action taken beyond a verbal warning will be documented and form part of the employee's personnel record maintained in the Department and at Human Resources. This written record of discipline will be provided to the employee within three (3) working days of the meeting at which the employee is informed of the reasons for discipline, and will be copied to Human Resources and the Union. The employee may also respond in writing, and this response will also be filed in the employee's personnel record.

- 8.04 (b) An employee may request in writing that any formal written record of discipline issued in accordance with Article 8.01 be removed from the employee's Department and Human Resources personnel file after eighteen (18) months worked (or in the case of an employee registered in a full-time academic degree program, three (3) academic terms worked), provided no other disciplinary offense was committed during that period that resulted in a written record of discipline, unless the original offense was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.
- (c) To establish a record of discipline, disciplinary letters to an employee must be copied to the central personnel file in the Human Resources Department and to the Union. [See also Article 22.01 (a)].

## **ARTICLE 9 - SENIORITY**

### **9.01 Component I**

- (a) Seniority is defined as length of service from date of hire in an appointed position in the bargaining unit where there has been no break between appointments of more than twelve (12) consecutive months.

Seniority continues to accrue while on approved leaves of absence defined under Article 17 for a maximum period of twelve (12) consecutive months.

- (b) Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, or a notice of recall from layoff [see Article 26.03(b)], absence without leave for more than three (3) consecutive work days, an acceptance by the employee of any severance payment, or if there is a break in service of more than twelve (12) consecutive months.

### **9.02 Component II - Employee Definitions and Seniority for Second Language Teachers**

#### **(a) Employee Definitions**

- (i) Second Language Teachers appointed to teach full-time will, commencing the fourth (4<sup>th</sup>) successive full-time appointment to teach a long term program of twelve (12) or more weeks duration, without a break in service other than anticipated layoff period(s), be defined as Regular Sessional employees.

- (ii) All other Second Language Teachers will be defined as Term employees.

- (iii) Second Language Teachers who accept special rotating positions shall normally work in such positions for a maximum of two years. Following their term in such a position, a teacher must teach in regular programs for an equivalent time to their special position service before taking on another special position.

9.02 (b) Seniority Definitions

- (i) Seniority for Regular Sessional Second Language Teachers will be defined as length of service from the date of appointment as a Second Language Teacher.
  - (ii) Regular Sessional Second Language Teachers who elect to work part-time at half-time or more for a period in excess of three (3) consecutive long term programs, will have their seniority pro-rated for part year service.
  - (iii) Regular Sessional Second Language Teachers who have not been appointed to teach a long term program at full-time within three (3) consecutive English Language Centre (ELC) sessions will be converted to Term status and have their seniority converted to hours at commencement of the fourth (4<sup>th</sup>) session. [see also Article 26.06]
  - (iv) Regular Sessional Second Language Teachers who elect to work part-time at less than half-time for an accumulated period in excess of three (3) consecutive long term programs will have their seniority converted to hours and revert to Term status.
  - (v) The parties agree that an end-tailing system for seniority will be used when ELC teachers move up from Term to Regular Sessional. A blending system will be used when teachers move from Regular Sessional to Term. For further clarification, this means that a teacher moving from Term to Regular Sessional will be automatically placed on the bottom of the Regular Sessional seniority list, regardless of their seniority date as determined under the Agreement. The seniority date will still be used for determining benefits. A teacher moving from Regular Sessional to Term will be placed on the list according to their accrued hours, as determined by the formula in Appendix C - Definitions: Seniority.
  - (vi) It is understood that such teachers may not combine the provisions of Article 9.02 (b) ii) or (b) iv) and Articles 17.14 and/or 17.15 to avoid pro-rating seniority.
- (c) Seniority for all other Second Language Teachers will be defined as amount of service measured in hours, since their date of hire, subject to Article 9.02 (e).
  - (d) Seniority continues to accrue while on approved leaves of absence defined under Article 17 for a maximum period of twelve (12) consecutive months.
  - (e) Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, or a notice of recall from layoff [see Article 26.05 (d)], absence without leave for more than three (3) consecutive work days, an acceptance by the employee of any severance payment, or if there is a break in service of more than twelve (12) consecutive months (if no work has been available in the twelve (12) month period and they do not work in the first available program after twelve (12) months have elapsed).



**9.03 Seniority Tie Breaker**

Where more than one employees' seniority rights are (potentially) in conflict and the seniority dates of the affected employees are the same, the Union and the University will each designate a representative to mutually agree on a neutral third party to draw the names of the affected employees from a hat. The order in which the names are pulled from the hat will determine the seniority order of the members from the most senior to least senior. The designated representatives will observe the selection process.

**ARTICLE 10 - COMPLAINTS AND GRIEVANCES**

**10.01 Definition of a Grievance**

A grievance will be defined as any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement.

**10.02 Union May Institute Grievance**

The Union and its representatives will have the right to originate a grievance on behalf of an employee, or group of employees, and to seek resolution with the University in the manner provided in the Grievance Procedure.

**10.03 Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the University has a grievance, such dispute or grievance will be initiated at Step II.

**10.04 Recognition of Union Stewards, Representatives and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the University acknowledges the role of Union Stewards, Representatives and the Union Grievance Committee in the grievance process. The Stewards will assist any employee represented by the Union in preparing and presenting his/her grievance in accordance with the Grievance Procedure.

**10.05 Carrying out Duties**

The University agrees that Stewards will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions. It is agreed that no Union official or Steward will leave his/her work without first obtaining permission from his/her Supervisor, which will not be unreasonably withheld. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at mutually agreed times which do not conflict with scheduled work assignments. When this is not possible, an employee, whether as a Grievor, witness, or Union representative, who is required to be absent from work, will suffer no loss of pay and benefits to which he/she would otherwise be entitled as a bargaining unit employee.

## 10.06 Grievance Procedure

The supervisor and employee are encouraged to resolve complaints informally. An employee should initiate discussion with their supervisor within ten (10) working days of the employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. The supervisor or employee may request assistance from others, including Human Resources and the Union. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Agreement. Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:

### Step I

- (a) Where a complaint is not resolved informally within five (5) days after an informal attempt has been initiated, and the employee decides to grieve, the employee will immediately submit the complaint to the Union. If the Union decides to proceed with a grievance, the grievance will be stated in writing and will be submitted to the Department Chair (or equivalent) with a copy to the Supervisor and Human Resources within five (5) working days of receipt of the employee's complaint. The written grievance will provide:
  - (i) A description of the grievance and the incident(s) from which the grievance arose.
  - (ii) The suggested remedy.
- (b) The Department Chair (or equivalent) will meet with the employee within five (5) working days. The employee may be accompanied by his/her Steward or another Union representative. The Department Chair may be accompanied by another representative of the University.
- (c) After receipt of a written grievance, the Department Chair will have a maximum of five (5) working days in which to present a written reply (via Human Resources) to the Union with a copy to the Grievor(s). Failing settlement, the grievance will proceed to the next step within a maximum of five (5) working days of the Department Chair's reply.

### Step II

- (a) Step II will commence upon written notice from the Union to the Department of Human Resources. The University Representatives and the Union Grievance Committee will then have ten (10) working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum will be made of the agreement reached and signed by the representatives of each party, and a copy will be made for each party. If the grievance cannot be resolved, the union will, not later than five (5) working days following the ten (10) working day time limit, signify in writing to the University its intention to invoke the arbitration procedure as set out in Article 11.

**10.07 Time Limits**

For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent will not be unreasonably withheld.

**10.08 Employees May be Present**

Where required by the Union, the Grievor(s) will be permitted time off without loss of pay and benefits to attend to the resolution of a grievance and may take part at any step in the grievance procedure.

**10.09 Priorities**

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union. A grievance involving health and safety may also be initiated at Step II.

**10.10 Location of Grievance Meetings**

The University will provide an appropriate room for grievance meetings.

Where an on-campus meeting is not practical because of the employee's work site, the parties agree that such a meeting could be conducted through other media such as teleconference or videoconference. Agreement will be by mutual consent, but will not be unreasonably withheld.

**10.11 Technical Objections to Grievance**

No grievance will be defeated or denied by any minor technical objection.

**ARTICLE 11 - ARBITRATION**

**11.01 Composition of Board of Arbitration**

A single Arbitrator will be appointed by mutual agreement of the Parties. In the alternative, and upon mutual agreement, the parties may decide upon an arbitration board and in such case each party will notify the other party of its nominee. The parties nominees shall then agree on the chair of the arbitration board.

**11.02 Failure to Appoint**

Should the Parties fail to agree on an Arbitrator, or if the two nominees fail to agree upon a chair of the arbitration board, either party may request the Minister of Labour of the Province of British Columbia to appoint one.

**11.03 Decision of the Arbitrator**

Where the parties mutually agree, they may request an oral decision immediately following the hearing with written reasons to follow. The decision of the Arbitrator will be final, binding, and enforceable on all parties. The Arbitrator will not have the power to change this Agreement or alter, modify or amend any of its provisions.

**11.04 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator for a clarification of the decision, which will be done as expeditiously as practical.

**11.05 Expenses of the Arbitrator**

The expenses and compensation of the Arbitrator will be shared equally between the parties.

**11.06 Amending of Time Limits**

Whenever a stipulated time is mentioned in the procedure above, it may be extended by mutual consent of the parties. Technical errors or omissions that are not relevant to the substance of the grievance will not be grounds for an objection.

**11.07 Witnesses**

When the University requires an employee to attend a hearing or review process the employee will be entitled to attend without loss of pay. When such a hearing or review process occurs outside the employee's normal working hours, pay and benefits will be as per the Agreement. When the employee requests a Union representative, the representative will be able to attend the hearing or review process without loss of pay, and where such a hearing or review process occurs outside the Union representative's normal working hours the representative will be entitled to straight time off in lieu or, where this is not possible, will be paid the hours at straight time.

**ARTICLE 12 - PICKET LINES**

**12.01 Right to Refuse**

The University agrees that no employee will be subject to discipline or dismissal for refusing to cross a lawful picket line within the meaning of the *Labour Code of British Columbia*. However, if such refusal results in the employee not being able to perform the employee's duties, he/she may immediately be taken off the payroll until once again able to perform the normal duties of the position.

## 12.02 **Work of Employees on Strike or Locked Out**

The University agrees that it will not request, require, or direct employees covered by the Agreement to perform work resulting from lawful strikes or lock-outs that would normally have been carried out by those employees on strike or locked out.

## **ARTICLE 13 - POSTING OF POSITIONS AND APPOINTMENT PROCEDURES**

### **Component I**

#### **13.01 Postings**

- (a) Each academic department will normally post (in the department) vacant University-funded academic, research, or scientific assistantships, laboratory instructor, and other bargaining unit Specialist Instructional positions which are designated primarily for students, no later than twelve (12) weeks in advance and normally for at least two (2) weeks. The department will provide notice of postings to all appointed bargaining unit members. Non-academic departments will post positions for vacant Specialist Instructional positions open to competition for a minimum of seven (7) calendar days.
- (b) Positions designated primarily for students will contain the statement: "Priority will first be given to graduate (or undergraduate) students enrolled in the department's graduate (or undergraduate) program, in accordance with the department's Appointment Priority Policy." The department's Appointment Priority Policy must also be posted, and a copy sent to Human Resources and the Union.
- (c) Normally, the stated deadline for application to positions in academic departments will be four (4) weeks prior to the commencement of the term. In the event of unanticipated funding or enrollment changes, or, where an applicant has registered late for an academic degree program with good reason, this deadline may be waived. Late applicants will lose their priority ranking under the department's Appointment Priority Policy. The deadline for all other competitions will be the closing date on the posting.
- (d) Where a department has included the opportunity of a Specialist Instructional Assistantship (which may be conditional) in an offer of admission to a graduate program, the department will not post these positions but will include an application form in its offer of admission, to provide an opportunity for new graduate student applicants to express a preference.
- (e) Departments may fill vacant positions with casual employees while the positions are being posted. A position need not be posted where it is required for less than one (1) month. Where practical, additional hours of work will first be offered to employees within the department who have indicated their availability for extra work. Offers will be made in rotational order of the department's Appointment Priority Policy, subject to the selection criteria in Article 13.02(b).

- 13.01 (f) All postings shall indicate the approximate number of positions available, and will outline the classification, a summary of the duties and responsibilities of the position, the education and experience required [including any other criteria in accordance with Article 13.02(b)], the hourly rate, the maximum or average weekly hours of work, the total number of hours for the appointment, and the anticipated starting and completion dates of the appointment. Space will be provided for applicants to indicate preferences where more than one position is available. Similar positions may be combined in one posting.
- (g) The application form will specify the anticipated date by which employment decisions will be made, and that an application does not ensure employment. Every effort should be made to finalize appointments prior to the commencement of the academic term.
- (h) The application form will identify the position(s) as CUPE 4163, Specialist Instructional, and will contain the following statement: "The University of Victoria is an equity employer and encourages applications from women, persons with disabilities, visible minorities, aboriginal peoples, people of all sexual orientations and genders, and others who may contribute to the further diversification of the university."
- (i) Positions which are posted prior to confirmation of the operating budget or confirmation of course sections will be posted as "subject to funding availability and/or course cancellation".
- (j) When additional positions become available after the original posting then these positions may be filled without a posting. When the academic unit fills these assignments, the provisions of article 13.02 will apply and the Dean, Director, Chair, or designate, will consider those who have previously done the work, or have submitted an application for this or similar work in response to the most recent posting.

### 13.02 **Appointment Procedures**

(see also Appointment Priority Policy, Interpretations and Guidelines - Appendix A)

- (a) In accordance with the department's Appointment Priority Policy, employment will first be offered to graduate students in their academic department, including any graduate students with conditional offers of employment included in an offer of admission.
- (b) Assignment of graduate students (who have accepted offers of employment subject to 13.02 (a) above) and other employees to positions will be made in accordance with the selection criteria below:
- (i) the qualifications and ability of the candidate(s) based on academic merit and related experience;
  - (ii) the career and/or pedagogical value that the experience in a particular position will provide the student;
  - (iii) the student's preferences; and
  - (iv) other sources of graduate student financial support being received.

- 13.02 (c) Where two or more employees are tied within an appointment priority category (e.g. 1st year graduate students), and where all other hiring factors considered under Article 13.02 (b) are equal, seniority will be the tie-breaker.
- (d) Selection decisions will be the responsibility of the Department Chair or designate, and where applicable, in consultation with the supervisor of the position.
- (e) In the event a student will be employed in a major appointment as a non-bargaining unit grant-funded Research Assistant (or other grant-funded position), or where a student will be receiving a major grant or major fellowship, appointment priority will be adjusted in accordance with the Appointment Priority Policy guidelines [see Appendix A] unless mutually agreed otherwise by the parties.
- (f) Graduate students who complete one year in a Masters program and transfer to a Ph.D. in their second year will be considered to be in their second year of a Ph.D. program for the purposes of assigning priority.
- (g) Hiring priority will be extended to graduate students in inter-disciplinary programs in accordance with their home department's Appointment Priority Policy. The University will notify the inter-disciplinary student, in writing, of their home department designation solely for the purposes of this Agreement.
- (h) Where all qualified available graduate students have been hired and positions remain unfilled that were designated for graduate student employment, departments will first reappoint, in order of seniority, employees with prior service in those position(s) in that department, before hiring new employees.
- (i) Positions that are not designated by a department for graduate student employment will be filled first by reappointment, in order of seniority, by employees with prior service in those position(s) in that department, before hiring new employees.
- (j) The following statement will be inserted on all confirmation of employment forms: "The terms and conditions of this position are covered by the CUPE Local 4163 (Components 1 and 2) Collective Agreement".

### 13.03 Probation - Component I

- (a) Employees who are registered in an academic degree program will be on probation during their first and second terms of appointment to positions of at least ten (10) weeks' duration.
- (b) All other employees will be on probation during the first two terms of appointment, in positions of at least twelve (12) weeks' duration.
- (c) No employee will remain on probation for a period greater than twenty-eight (28) weeks of work without a break of more than twelve (12) months, unless probation is extended by mutual agreement of the parties.
- (d) Employees who are assessed as unsuitable during probation may be released from employment with forty-eight (48) hours notice or pay in lieu of notice.

## **Component II**

### **13.04 Postings of Vacant Second Language Teacher Positions**

- (a) All vacancies of more than one month duration (not filled through the reappointment process outlined in Article 13.05) shall normally be posted for at least ten (10) working days.
- (b) The department may fill a position without a posting, provided that there are no employees available on the Reappointment Priority List (see Article 13.05) and where undue delay may force cancellation of a program.
- (c) Copies of all postings shall be sent to the Union. Postings will include the job classification, a summary of the duties and responsibilities of the position, the education and experience required, the hourly rate, the hours of work, and the anticipated starting and completion date of the appointment. In addition, a statement will be included to advise applicants that the University of Victoria is an equity employer, and encourages applications from women, persons with disabilities, visible minorities, aboriginal persons, people of all sexual orientations and genders, and others who may contribute to the further diversification of the University.
- (d) Normally, new appointments shall be confirmed in writing to the successful applicant in advance of the commencement of the course(s). New appointments may be cancelled within the first two (2) weeks of each term if enrollment is insufficient. After the first two (2) weeks, any termination of an appointment will be implemented in accordance with the layoff and/or termination procedures in Article 26.

### **13.05 Reappointment of Second Language Teachers**

- (a) All Regular and Term employees with seniority will be placed on a Reappointment Priority List in order of seniority. This list will be posted in the English Language Centre and will be copied to the Union.
- (b) (i) Regular Sessional employees will normally teach three (3) long term programs per year. Regular Sessional employees may, subject to operational considerations and required qualifications, request to replace one long term program each year with alternative short term programs of at least eleven weeks' total duration, without loss of seniority, benefits, or ability to request leave under Article 17.14 and/or 17.15. Regular Sessional employees who teach less than thirty-six (36) weeks in a year will have their seniority pro-rated pursuant to Article 9.02.
- (ii) Regular Sessional employees must apply to replace long-term programs with alternative short-term programs by November 30 of each preceding calendar year.



- 13.05 (c) (i) Regular Sessional employees will, following assignment to long term programs, and in the order in which each teacher appears on the Reappointment Priority List, have priority to apply for additional appointment(s) to teach short term programs of less than twelve (12) weeks' duration during their anticipated layoff period(s). Additional appointments are subject to operational considerations and required qualifications, and are not intended to result in excess of a full-time annual equivalent appointment inclusive of any paid vacation, holiday and professional development time.
- (ii) Regular Sessional employees must apply to teach additional short-term programs during the anticipated layoff period by November 30 of each preceding calendar year.
- (d) All Term employees will then have priority for reappointment to long and short-term programs when positions become available, based on seniority and required qualifications.
- (e) Normally, reappointments will be confirmed in writing to the employee in advance of the commencement of term. Reappointments may be cancelled within the first two (2) weeks of each term if enrollment is insufficient. In such cases, the affected Term employee's seniority will be credited with service equivalent to the term that would have been worked, unless other employment of equal or longer duration is offered to compensate for the cancelled appointment. Where the affected employee's seniority is credited with service equivalent to the term that would have been worked, this is for the purpose of reappointment priority only and does not confer any other rights or benefits that would accrue if the equivalent time had been worked. After the first two (2) weeks, any termination of an appointment will be implemented in accordance with the layoff and/or termination procedures in Article 26.

### 13.06 Probation - Component II

- (a) English Language Centre - Level One
- (i) All Second Language Teachers appointed to positions in the English Language Centre will be on probation from their initial date of hire.
- (ii) Teachers must complete nine hundred (900) hours worked to pass Probation Level One. Work performed includes work in Long-term Programs and Short-term Programs, including electives.
- (b) English Language Centre – Level Two
- (i) Once Teachers complete Level One, they are no longer on probation for purposes of Short-term Programs and Electives, but remain on probation for Long-term Programs.
- (ii) Teachers must successfully complete a Long-term program of twelve (12) or more weeks' duration to pass Probation Level Two.
- (iii) Teachers who successfully teach in the twelve (12) week program at 0.5 FTE, four (4) days per week, may pass probation at the discretion of the ELC Directors, which they will not unreasonably deny.

- 13.06 (iv) Teachers who fail to pass Level Two will no longer be able to teach for the ELC and will be removed from the seniority list, despite having passed Level One.
- (v) Teachers who meet the requirements for Level Two without meeting the requirements for Level One will pass both levels of probation.
- (c) The parties may mutually agree to extend or reduce the requirements in either Level One or Two.
- (d) Other Second Language Teachers
- (i) All other Second Language Teachers will be on probation until they have completed nine hundred (900) hours worked (approximately four hundred fifty (450) classroom contact hours).
- (ii) Notwithstanding the above, those other Second Language teachers who reach the second anniversary from the date of their initial appointment and who have accrued seven hundred (700) hours of time worked will be considered to have successfully completed their probation. Those Teachers who have not accrued seven hundred (700) hours of time worked by their second anniversary will remain on probation for such further period as mutually agreed by the parties.
- (iii) The above probation periods may be extended or reduced by mutual agreement of the parties.
- (e) Second Language Teachers who are assessed as unsuitable during probation may be released from employment with forty-eight (48) hours notice or pay in lieu of notice.

## **ARTICLE 14 - HOURS OF WORK, SCHEDULING, RESCHEDULING**

### **Component I**

#### **14.01 Definitions**

- (a) Assigned Work or Work Assignment: work that is assigned by the University to be performed by a Component I employee during the term of employment.
- (b) Work Schedule: the plan indicating the time and sequence of the assigned work to be performed during the term of employment. Elements of the schedule may be fixed in time and sequence (i.e. scheduled), and/or may be flexible (i.e. self-scheduled), allowing the employee to complete the assignment within certain timeframes.
- (c) Deadline: a time and date in the work schedule by which a specified work assignment is to be completed. Work assignments with deadlines may be scheduled or self-scheduled.

#### 14.02 **Work Week**

- (a) The normal work week for a full-time appointment will average thirty-five (35) hours over the term of appointment.
- (b) Employees registered in an academic degree program will normally be limited to a maximum of fourteen (14) hours of work per week on average over the term of appointment.
- (c) Employees registered in an academic degree program will not be required to work in excess of twenty-one (21) hours in a given work week (excluding self-scheduled work) without their agreement. The Union must be notified in such cases.
- (d) If more than forty (40) hours of assigned work is scheduled in a week, the hours in excess of forty (40) hours in a week will be considered overtime.
- (e) Further to 14.02 (d), if a deadline cannot be met without a combination of scheduled and self-scheduled work that exceeds forty (40) hours of work in a week, and the deadline is a result of an unexpected and recent change in the work schedule, then the hours in excess of forty (40) in the week will be considered overtime, unless there was a reasonable alternative open to the employee to complete the self-scheduled work prior to the week in question.

#### 14.03 **Work Schedule and Review**

- (a) It is the intent of the University to provide employees, particularly those registered in an academic degree program, with the flexibility to manage both their academic and employment responsibilities, by minimizing the time that the work schedule is fixed.
- (b) The supervisor must clearly identify the job expectations and deadlines. The employee must ensure that the work that is self-scheduled is performed within stated deadlines, and that any unanticipated problems regarding the work schedule and/or deadlines are communicated to the supervisor in a timely way.
- (c) It is understood that the work schedule (particularly self-scheduled time), is only an approximation of the time required for completing the assigned duties, since the actual hours may be affected greatly by differences in the expertise and experience of the employee and even by the differences in style and approach to aspects of the work.
- (d) The employee and supervisor have a joint responsibility to monitor the work schedule and adjust it where required, subject to the limitations in this Article, and subject to the right to appeal under Article 14.03 (j).
- (e) The work assignments and schedule must be defined in writing no later than the fourth week of the term of appointment on the Checklist of Assigned Duties and Approved Work Schedule form [see sample in Appendix 'E'] to be provided by the University through Human Resources. Both the employee and the supervisor will maintain a copy of the Checklist.

- 14.03 (f) At or about the mid-point of the academic term, the employee and supervisor will review the work schedule to ensure that the required duties are consistent with the schedule defined above and that they may be completed within the schedule. This review will be documented on the Checklist of Assigned Duties and Approved Work Schedule form provided [see sample in Appendix 'E'].
- (g) It is in the interest of both the supervisor and the employee to complete a mid-term review of the work schedule in order to identify any unanticipated problems in the work schedule. If the total hours worked during the first half of the term is at variance with the approved schedule, then the schedule for the second half of the term should be adjusted accordingly.
- (h) If, however, a supervisor proposes to add duties to the previously approved workload that will result in more hours worked requiring additional compensation, these hours must be mutually agreed upon by the employee and the supervisor, noted on the Checklist of Assigned Duties and Approved Work Schedule form, and approved by a higher level of authority in advance.
- (i) At the end of the term, the employee and supervisor will review the work schedule to ensure that the duties assigned were consistent with the defined Checklist, that they were completed, and document this on the form. If the work schedule can be monitored in a pragmatic manner, mid-term reviews of work schedules may be waived by mutual agreement for terms of appointment of less than eight (8) weeks.
- (j) Any problems arising from a review will normally be resolved by the employee and the supervisor. Such a resolution may consist of a decrease in the duties or an increase in paid hours. If that is not possible, the Department Chair and the Union must be notified expeditiously so that every effort can be made to assist in finding a solution.
- (k) Failure to complete the mid-term review may prejudice any claim that the schedule exceeded the total authorized hours to be worked during the term of appointment, and it will be assumed that the hours assigned in the first half of the term were worked as scheduled.

#### 14.04 **Breaks**

- (a) Employees who are teaching without interruption for more than two (2) consecutive hours will be entitled to a twenty (20) minute paid break every two (2) hours. However, in laboratory classes, the twenty (20) minute paid breaks will be scheduled at a mutually agreed time.
- (b) Employees not covered by 14.04 (a) who work a full-time shift will be permitted a fifteen (15) minute paid break from work both during the first and second half of a shift. Employees working a part-time shift of three and one half (3.5) hours or more will be entitled to one fifteen (15) minute break during the shift.
- (c) Employees will be entitled to an unpaid meal break of at least one half (1/2) hour during any shift of more than five (5) hours.

#### 14.05 **Limits on Split Shifts**

- (a) Within any twenty-four (24) hour period, the University will not require an employee's scheduled duties to span a period of more than nine (9) hours (including a meal break) without his/her agreement. Duties which the employee has been authorized to schedule at their choosing will not be considered scheduled duties for the purposes of this clause.
- (b) Due to the nature of the work, Cultural Assistants and employees participating in department field trips will be subject to different conditions which are outlined in Article 27 of this Collective Agreement.

#### 14.06 **Maximum Daily Hours**

- (a) Subject to Article 14.02 (a), the University will endeavor not to require a full-time employee to perform teaching or other duties amounting to more than eight (8) hours per day.
- (b) Subject to the other provisions of Article 14, the University will not require any employee registered in an academic degree program to perform teaching or other duties amounting to more than eight (8) hours per day (on average over the term of appointment) without his/her agreement.
- (c) Duties which the employee has been authorized to schedule at their choosing will not be considered scheduled duties for the purposes of Article 14.06 (a) and (b).

#### 14.07 **Conflict with Employee's Academic Schedule**

The University will make every reasonable effort not to schedule or reschedule work in such a way that it conflicts with an employee's University scheduled academic duties (e.g. classes, conferences, an oral defence or an examination) where an employee is registered in an academic degree program. Where a conflict exists between an employee's University scheduled academic duties and scheduled work, the employee and their supervisor will attempt to resolve the conflict in accordance with Article 14.03. If that is not possible, the Department Chair and the Union must be notified expeditiously so that every effort can be made to assist in finding a solution, and the University will resolve the conflict in a manner least disruptive to the employee and the University.

#### 14.08 **Component II**

##### (a) Long Term Programs

- (i) The standard work-week for full-time Regular Sessional and Term Second Language Teachers in the English Language Centre (ELC) teaching a program that is greater than twelve (12) weeks in duration, in the Division of Continuing Studies is thirty-eight and one-half (38.5) hours, Monday to Friday. Teaching days may vary by program. Any temporary deviation from this standard (e.g. to work special assignments, to vary teaching assignments) will be by mutual agreement of the parties.

- 14.08 (ii) The standard work-week for full-time Second Language Teachers teaching other programs in the Division of Continuing Studies that are greater than twelve (12) weeks in duration is thirty-five (35) hours, Monday to Friday. Teaching days may vary by program. Any temporary deviation from this standard (e.g. to work special assignments, to vary teaching assignments) will be by mutual agreement of the parties.
- (iii) Full-time teachers in long-term programs in the ELC instruct for eighteen (18) contact hours per week, Monday to Thursday or Tuesday to Friday, either in an AM block from 8:30 to 1:00 PM, or a PM block from 1:00 PM to 5:30 PM. There is a fifteen (15) minute break at the end of each of the two (2) classes in a teaching day (AM or PM). The remaining hours (other than contact hours) include associated duties as outlined in the classification description.
- (iv) Teachers in other programs in the Division of Continuing Studies teach consistent with 14.08 (a) (iii), however, due to the nature of the programs most teaching appointments are part-time and many classes are taught in the evenings.

(b) Short Term Programs

- (i) The standard work-week for full-time Second Language Teachers teaching a short term program of less than twelve (12) weeks duration within the English Language Centre Studies and in the La Maison Francaise Summer Program is thirty-eight and one-half (38.5) hours Monday to Friday.
- (ii) The standard work-week for full-time Second Language Teachers teaching other short term program of less than twelve (12) weeks duration within the Division of Continuing Studies is thirty-five (35) hours, Monday to Friday.
- (iii) Teachers teaching a short term program in the ELC instruct for twenty (20) contact hours per week, Monday to Friday. There is a twenty (20) minute break between classes at the midpoint of the teaching day (AM or PM). The remaining hours (other than contact hours) include associated duties as outlined in the classification description.
- (iv) Teachers in other programs in the Division of Continuing Studies teach consistent with 14.08 (b) (iii), however, due to the nature of the programs most teaching appointments are part-time and many classes are taught in the evenings.

**Changes to Overall Work Scheduling of Second Language Teachers**

- (c) In the event bona fide operational reasons arise which the University believes warrant a change from the scheduling standards defined above, the University will advise the Union of any proposed changes and the reasons. The Union undertakes that it will not unreasonably deny agreement to proposed changes.

## **ARTICLE 15 - TECHNOLOGICAL and/or ORGANIZATIONAL CHANGE**

### **15.01 Definition/Notice**

The University agrees to provide the Union with not less than ten (10) weeks' notice in writing of its intention to introduce a measure, policy, practice or change that affects the terms and conditions, or the termination, or the renewal of the term of employment of a significant number of employees covered by this agreement.

### **15.02 Consultation**

The University will consult with the Union representatives on the Labour/Management Committee as soon as reasonably possible with a view to minimizing the effect on employees in the bargaining unit.

### **15.03 Change Which Affects a Small Number of Employees**

Where individual departments implement changes in their instruction, marking or other assignments between faculty, professional staff and CUPE 4163 positions, or reorganize programs or courses so that fewer employees are required, every effort will be made to implement the change after the end of the term of employment of the affected employee(s). If this is not possible, the employee(s) will either be offered reassignment to any available alternate employment (including grant-funded employment outside the bargaining unit), or provided with notice of layoff and/or termination in accordance with Article 26. An employee may elect layoff instead of alternate employment outside the bargaining unit.

## **ARTICLE 16 - HOLIDAYS, VACATIONS, AND BENEFITS**

### **16.01 Statutory Holidays**

- (a) No employee will be required to work on any of the following statutory and other holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

nor on any day that the University declares as a day in lieu of any of the above holidays, nor on any day on which the University is closed according to the University Calendar.

- (b) Employees may request time off for religious observance for a day which is not provided by statute, and the University will take reasonable measures to accommodate such requests in accordance with University Policy 1525 on Accommodation for Employees on Days for Religious Observance.

## 16.02 Vacations

### Component I

- (a) Full-time twelve (12) month appointments or contiguous appointments of twelve (12) or more months: ten (10) days vacation, fifteen (15) days after one year.
- (b) Part-time twelve (12) month appointments or contiguous appointments of twelve (12) or more months: two (2) weeks' vacation; three (3) weeks after one (1) year.
- (c) All other appointments: four percent (4%) vacation pay unless arrangements are made at the time of appointment to take vacation with pay pro-rated on the basis of an annual full-time vacation entitlement of two weeks.

### Component II

- (a) Full-time Regular Sessional Second Language Teachers will be eligible for fifteen (15) days vacation at the commencement of their second year of service. Such employees will receive one (1) additional working day per year of service in the fifth (5th) through seventh (7th) calendar year of service; in the eighth (8th) calendar year of service, twenty (20) working days plus one (1) additional working day per subsequent calendar year of service to a maximum of five (5) such additional days. The above vacation entitlements will be pro-rated if employment is less than twelve (12) months and/or less than thirty-eight and one-half (38.5) hours per week.
- (b) The University may schedule the vacations of Regular Sessional Second Language Teachers during the shorter periods of time between the long-term programs that would otherwise be designated layoff periods.
- (c) All Term and Probationary Second Language Teachers will be entitled to four percent (4%) vacation pay unless arrangements are made at the time of appointment to take vacation with pay pro-rated on the basis of an annual full-time vacation entitlement of two weeks.

## 16.03 Group Benefit Plans – Component I

Employees who are eligible under the terms of the following mutually accepted group benefit plans may participate under the qualifying conditions noted below. Employees who choose to enroll are required to maintain coverage under these plans until the end of their term or contiguous terms.

### (a) Staff Pension Plan

- (i) Full-time twelve (12) month appointments: voluntary after twelve (12) or more months of continuous full-time service.
- (ii) Part-time twelve (12) month appointees working half-time or more on a year round basis: voluntary after twelve (12) or more months of such continuous service.
- (iii) Contributions:  
All eligible employees who elect to participate will contribute by payroll deduction in accordance with the requirements of the Staff Pension Plan.



- 16.03 (b) Basic Group Life Insurance Plan  
Voluntary participation upon becoming eligible for the Staff Pension Plan. Employees who initially decline this coverage will be required to provide evidence of insurability if they apply for coverage at a later date.
- (c) Optional Group Life Insurance Plan  
Voluntary participation upon joining the Basic Group Life Insurance Plan and upon providing evidence of insurability.
- (d) Medical Services and Extended Health Benefit Plans  
Voluntary participation provided appointment is for a minimum of three (3) consecutive months and half-time or more.
- (e) Dental Plan  
Voluntary participation upon becoming eligible for the Staff Pension Plan. Employees who initially decline this coverage will be required to provide evidence of insurability if they apply for coverage at a later date.
- (f) Premiums  
All eligible employees who elect to participate, will contribute 50% of the required total premiums for Medical, Extended Health, Basic Group Life, and Dental Plans by payroll deduction. Employees will contribute 100% of Optional Group Life premiums.

**16.04 Group Benefit Plans – Component II Regular Sessional Employees**

All Regular Sessional Second Language Teachers who are appointed at half-time or more and are eligible under the terms of the following mutually accepted group benefit plans will, as a condition of employment, participate under the qualifying conditions noted below. Regular Sessional full-time Second Language Teachers who are subsequently reduced to part-time status at half-time or more due to disability accommodation/leave of absence requests will remain eligible for Group Benefit Plan participation.

- (a) Staff Pension Plan  
Eligibility for participation commences the first (1<sup>st</sup>) day of the month coinciding with or following the appointment to a Regular Sessional Second Language Teacher position.
- (b) Contributions  
All eligible employees will contribute by payroll deduction in accordance with the requirements of the Staff Pension Plan.
- (c) Basic Group Life Insurance Plan  
Eligibility for participation commences the first (1<sup>st</sup>) day of the month coinciding with or following the appointment to a Regular Sessional Second Language Teacher position.
- (d) Optional Group Life Insurance Plan  
Regular Sessional full-time Second Language Teachers become eligible upon joining the Basic Group Life Insurance Plan and upon providing evidence of insurability.

16.04 (e) Medical Services and Extended Health Benefit Plans

Eligibility for participation commences the first (1<sup>st</sup>) day of the month coinciding with or following the appointment to a Regular Sessional Second Language Teacher position.

(f) Dental Plan

Eligibility for participation commences the first (1<sup>st</sup>) day of the month coinciding with or following the commencement of appointment to a Regular Sessional Second Language Teacher position.

(g) Long Term Disability

The University provides a Long Term Disability (LTD) Plan at a maximum cost of 1.85% of basic salary. The maximum cost (cap limit) will be adjusted on July 1 of each year as follows:

2007: 2.66%

2008: 2.86%

2009: 3.08%

In the event the LTD Plan benefits need to be altered in order to contain costs, the University will provide two (2) months' notice to CUPE Local 4163, and will consult with CUPE Local 4163 through the President of CUPE Local 4163. All regular sessional employees who are eligible under the terms of the LTD Plan will, as condition of employment, participate in the plan the first day of the month coinciding with or following the appointment to a Regular Sessional Second Language Teacher position.

For further information about the LTD Plan, reference should be made to the Benefits Handbook available from the Human Resources Department.

(h) Premiums

Regular Sessional Second Language Teachers will contribute twenty-five percent (25%) of the required total premiums for Medical, Extended Health, Basic Group Life, and Dental Plans by payroll deduction. Employees will contribute 100% of Optional Group Life premiums.

16.05 **Group Benefit Plans – Component II Term Employees**

Term employees who are eligible under the terms of the following mutually accepted group benefit plans may participate under the qualifying conditions noted below. Term employees who choose to enroll are required to maintain coverage under these plans until the end of their term or contiguous terms.

16.05 (a) Medical Services and Extended Health Benefit Plans

Term Second Language Teachers, are eligible for voluntary participation provided their appointment is for a minimum of three (3) consecutive months and half time or more, or, employees who accumulate a minimum of eight hundred and fifty (850) hours worked in a calendar year, will be eligible to participate in the Medical Services and Extended Health Plans and will maintain eligibility unless they do not work for four (4) consecutive months, or they do not accumulate eight hundred and fifty (850) hours in successive calendar years. Employees will be responsible for the full premiums in any month that they work less than seventy-five (75) hours.

(b) Premiums

Term Second Language Teachers will contribute fifty percent (50%) of the required total premiums for Medical Services and Extended Health plans by payroll deduction.

## **ARTICLE 17 - LEAVE**

### **17.01 Leave Provisions**

The following kinds of leave are available to the employee under the conditions specified. For the purposes of this article, an appointment includes concurrent and/or contiguous appointments. Employees will not lose reappointment rights while on an approved leave.

### **17.02 Short Term Leave (*Four (4) Weeks or less*)**

- (a) An employee may arrange, subject to Supervisor's approval, to exchange duties with another employee or arrange substitution for short periods (no more than four (4) weeks) without prejudice to future reassignment or reappointment.
- (b) If any employee cannot arrange to exchange duties with another employee or arrange substitution as per Article 17.02 (a), the employee can make written application to their supervisor for leave of absence without pay, normally at least two (2) weeks prior to the requested leave. Leave will not be unreasonably denied or prejudice future assignment or reappointment.

### **17.03 Compassionate Leave**

- (a) An employee with an appointment of half-time or more requiring compassionate leave will, on request, be granted up to five (5) working days' leave without loss of pay in case of death of a close family member or individual permanently residing in the employee's household. Where extensive travelling time is required, up to two (2) additional working days will be granted on request.
- (b) Employees with appointments of less than half-time will, on request, be granted up to five (5) and no more than seven (7) calendar days' leave without loss of pay.

- 17.03 (c) Compassionate leave without loss of pay may be granted by a Department Chair under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a life-threatening injury or illness).

**17.04 Leave for Court Appearances**

- (a) Employees who are required by law to serve as jurors or witnesses in any court will be granted leave of absence without loss of pay for this purpose. The employee concerned will deposit with the University any pay rendered for such service, other than expenses, and will render an accounting of amounts received together with proof of service.
- (b) In cases where an employee's private affairs have occasioned a court action, any leave of absence will be without pay.

**17.05 Pregnancy/Parental Leave**

Employees are entitled to Pregnancy and Parental (including Adoption) Leave as specified in this Collective Agreement and under the *Employment Standards Act of British Columbia* (RSBC 1996, c. 113), as amended from time to time.

Upon return from leave, employees will be placed in their original positions or, if such placement is not possible, in a comparable placement. It is understood that any such placement is not intended to create employment for which the employee would not have otherwise been eligible under Article 13.

**17.06 Component I Pregnancy Leave**

Employees who have given birth to a child are entitled to seventeen (17) consecutive weeks of pregnancy leave without pay. Further pregnancy leave without pay, of up to six (6) consecutive weeks, will be granted where the employee is unable to return to work for reasons related to the birth, as certified by a medical practitioner.

**17.07 Component I Parental (Including Adoption) Leave**

Employees who meet the requirements of one of the following categories are entitled to parental leave without pay as outlined below:

- (a) (i) An employee who has given birth to a child is entitled to either thirty-five (35) consecutive weeks of leave without pay if pregnancy leave is taken, or thirty-seven (37) consecutive weeks of leave without pay if pregnancy leave is not taken.
- (ii) The total pregnancy and parental leave taken must not exceed fifty-two (52) weeks unless further leave is granted under the provisions of Article 17.06 and/or 17.07(d).
- (b) A birth father of a child, or another person who is recognized by the child's birth mother as her life partner, and who will act as a parent in relation to the child, is entitled to thirty-seven (37) consecutive weeks of unpaid leave.

- 17.07 (c) An employee who is the adoptive parent of a child is entitled to thirty-seven (37) consecutive weeks of unpaid leave.
- (d) Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified, by a medical practitioner or the agency which placed the child, to be suffering from a physical, psychological or emotional condition.

**17.08 Component II Pregnancy Leave**

- (a) Employees who have given birth to a child are entitled to seventeen (17) consecutive weeks of pregnancy leave without pay.
- (b) Further pregnancy leave without pay, of up to six (6) consecutive weeks, will be granted where the employee is unable to return to work for reasons related to the birth, as certified by a medical practitioner. Where the pregnancy is terminated, the employee is eligible to apply for sick leave under Article 17.

**17.09 Component II Parental (Including Adoption) Leave**

Employees who meet the requirements of one of the following categories are entitled to parental leave without pay as outlined below:

- (a) (i) An employee who has given birth to a child is entitled to either thirty-five (35) consecutive weeks of leave without pay if maternity leave is taken, or thirty-seven (37) consecutive weeks of leave without pay if maternity leave is not taken.
- (ii) The total maternity and parental leave taken must not exceed fifty-two (52) weeks unless further leave is granted under the provisions of Article 17.08 (b) and/or Article 17.09 (d).
- (b) A birth father of a child, or another person who is recognized by the child's birth mother as her life partner, and who will act as a parent in relation to the child, is entitled to thirty-seven (37) consecutive weeks of unpaid leave.
- (c) An employee who is the adoptive parent of a child is entitled to thirty-seven (37) consecutive weeks of unpaid leave.
- (d) Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified, by a medical practitioner or the agency which placed the child, to be suffering from a physical, psychological or emotional condition.

**17.10 Component II Pregnancy/Parental Leave Supplementary Benefit**

Regular Sessional employees excluding Regular Sessional employees who are either on layoff or leave of absence without pay, unless that leave of absence is for medical reasons associated with the pregnancy, are entitled to receive up to eighteen (18) weeks of Supplementary Benefit, provided they have applied for and are eligible to receive at least eighteen (18) weeks of Employment Insurance maternity or parental benefits. The Supplementary Benefit will be paid as follows:

- 17.10 (a) Where an employee is required to serve a two-week waiting period for Employment Insurance maternity or parental benefits, the University will pay ninety-five percent (95%) of the employee's normal basic earnings for the first two (2) weeks.
- (i) During the next sixteen (16) weeks of maternity or parental leave, the employee will receive from the University a salary payment equal to the difference between ninety-five percent (95%) of the employee's normal basic earnings and the amount of Employment Insurance maternity or parental benefits which the employee is receiving or;
  - (ii) Provided the employee otherwise meets the eligibility requirements for Employment Insurance maternity or parental benefits set out in the preamble of Article 17.10, the amount of Employment Insurance maternity or parental benefits which the employee would have received if the employee had not been disqualified from receiving or continuing to receive such benefits for one of the reasons listed in Article 17.11.
- (b) Where a two-week waiting period for Employment Insurance maternity or parental benefits is not required, the University will pay the employee, for up to eighteen (18) weeks, a salary payment equal to the difference between ninety-five percent (95%) of the employee's normal basic earnings and the amount of Employment Insurance maternity or parental benefits which the employee is receiving or;
- (i) Provided the employee otherwise meets the eligibility requirements for Employment Insurance maternity or parental benefits set out in the preamble of Article 17.10, the amount of Employment Insurance maternity or parental benefits which the employee would have received if the employee had not been disqualified from receiving or continuing to receive such benefits for one of the reasons listed in Article 17.11.
- (c) If both parents of a child are regular employees who are eligible for the Supplementary Benefit under this Article, then either parent may apply for the Supplementary Benefit in its entirety, or the Supplementary Benefit may be divided between them. In no case will the Supplementary Benefit be paid for a period or combined period in excess of eighteen (18) weeks.

**17.11 Component II Pregnancy/Parental Leave – Other Conditions**

- (a) (i) Employees are required to contribute their share of the cost of the Personnel Benefits Programs in which they are enrolled while they are in receipt of Supplementary Benefits and the University will continue to contribute its share of the cost of the programs.
  - (ii) If an employee is not eligible to receive Supplementary Benefits, or once Supplementary Benefits have been exhausted, or during any period of maternity or parental leave without pay, the University will continue to contribute its share of the cost to the Personnel Benefits Programs unless the employee elects in writing not to continue to pay the employee's share.
- (b) Vacation and sick leave entitlements will continue to accrue during a maternity or parental leave.

- 17.11 (c) Applications for further leave without pay, special leave or sick leave, prior to or after the maternity or parental leave periods identified above, may be made in accordance with Article 17 as appropriate.
- (d) Employees who return to work from a period of maternity or parental leave will be returned to their original position without loss of rights or benefits. Where it is not possible to return an employee to their original position, following consultation with the Union, the employee will be placed in a comparable position without loss of rights or benefits.
- (e) Supplementary Benefits will be paid when eligible employees provide proof that they are receiving Employment Insurance maternity or parental benefits or that they are disqualified from receiving or continuing to receive such benefits either because they have worked an insufficient number of insurable weeks, or because such benefits have been exhausted, or because they are now in the waiting period for such benefits.
- (f) Such proof will not be made available by Employment Insurance until after the leave has commenced and hence the Supplementary Benefit payments will be retroactive. To avoid delays in qualifying for benefits, employees should obtain the Record of Employment (ROE) form from the Payroll Section in Accounting Services on their last working day before the leave and present it as soon as possible at the Employment Insurance Office.
- (g) Should the level of Employment Insurance maternity and parental benefits be reduced from the level of such benefits in effect as at April 1, 1995, the Supplementary Benefit paid to an employee under Article 17.10 will be reduced accordingly.

#### 17.12 **Pregnancy/Parental Leave**

Upon request employees will be granted up to two (2) days' leave without pay at the time of the birth or adoption of their child.

#### 17.13 **Sick Leave**

An employee who is prevented, by sickness or injury not covered by Workers' Compensation, from performing his/her normal assigned duties is, subject to providing a certificate from a qualified medical practitioner to the University on request, entitled to sick leave under the following terms:

- (a) Based on one and one-quarter (1¼) days per month of full-time service, provided the appointment is for a minimum of three (3) consecutive months and half-time or more. Part-time appointees who qualify as above shall be entitled to sick leave credits on a pro-rated basis. Employees who are reappointed may carry forward any accumulated sick leave up to a maximum of one hundred and thirty (130) days.

- 17.13 (b) Employees will turn over or cause to be turned over to the University any monies paid or payable to them by the Insurance Corporation of British Columbia or any other third party as a result of a claim for lost wages, where employees have used their sick benefit as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave benefits will be credited upon payment of these monies. It is understood that the amount an employee is required to repay to the University for a claim of lost wages will be net of verified expenses incurred by the employee to recover that claim.
- (c) A physician's certificate may be required by the University at any time in case of illness. Requests for physician's certificates for illnesses of less than five (5) days require the approval of the Associate Vice President of Human Resources (or designate). Such approval will only be granted where it is established that sick leave use is excessive and/or there is reasonable cause to suspect abuse of sick leave benefits. On submission of a physician's receipt, the University will reimburse the employee for the fee, if any, levied by a physician for providing such a certificate required by the University, for an absence of five (5) days or more.
- (d) Employees in appointments of less than three (3) consecutive months and/or of less than half-time who become ill, may, with the approval of their supervisor, arrange to exchange with another employee, or, may make up lost time, as an alternative to payroll deduction. Approval will not be unreasonably withheld. This may be limited to no more than five (5) working days each academic term.

**17.14 Long Term Leave Without Pay**

- (a) Employees who are registered in an academic degree program and who are approved for a leave of absence from employment for a period not to exceed one (1) year, will not jeopardize their consideration for reappointment under Article 13, assuming the employees are eligible for reappointment and confirm their availability for reappointment within eight (8) weeks of the commencement of the academic term when they will return.
- (b) All other employees who are approved for leave of absence will not jeopardize their consideration for reappointment under Article 13, assuming the employees are eligible for reappointment and confirm their availability for reappointment within eight (8) weeks of the commencement of the term when they will return.
- (c) **Component I:** Applications for long term leave of absence must be made in writing, including a proposed return to work date, normally at least four (4) weeks in advance. Subject to operational considerations, such applications will not be unreasonably denied.
- (d) **Component II:** Applications for long term leave of absence must be made in writing, including a proposed return to work date, normally by November 30 of each preceding calendar year, unless precipitated by bona fide medical reasons or family emergency. Subject to operational considerations, such applications will not be unreasonably denied.



### **17.15 Session Out for Second Language Teachers - Component II**

- (a) Regular Sessional Second Language Teachers may apply for a session (twelve (12) or more weeks) out without pay, without loss of seniority or reappointment rights under Article 13.
- (b) Teachers must normally apply by November 30 of each preceding calendar year, stating the reasons for the leave. The manager will normally respond within two (2) weeks of receipt of the application. Subject to operational considerations, such applications will not be unreasonably denied.
- (c) Where operational constraints limit the number of leaves available to Regular Sessional teachers as a general rule, applications for a session out under Article 17.15 will take precedence over applications under Article 17.14, unless the leave requested under Article 17.14 is for bona fide medical reasons. Where a conflict arises, the parties will consult and find a mutually agreeable resolution.

## **ARTICLE 18 - JOB CLASSIFICATIONS**

### **18.01 Job Classification Descriptions**

- (a) Classification descriptions summarizing the general nature of the duties assigned by the University for positions in the bargaining unit will be copied to the Union and all relevant employees and supervisors.
- (b) When the University establishes a new classification, Human Resources will prepare an interim classification description and establish an interim rate, based on a position description filled out by the supervisor(s). No later than midway through the period of appointment to a new classification, the incumbent(s) shall review the job description and add their comments (if any). Adjustments to the interim job description and/or rate (if any) shall be made by mutual agreement between the University and the Union retroactive to the date of appointment.

## **ARTICLE 19 - HEALTH AND SAFETY**

### **19.01 Cooperation on Safety**

The University and Union will cooperate in the establishment and improvement of safety rules and practices which will afford adequate protection to employees engaged in hazardous areas.

### **19.02 Safety Committee**

It is agreed that employees will have a representative on any departmental or Building Safety Committee where members of the bargaining unit are employed. The Union will have the right to have representation on any University committee which includes employee representatives and which deals with health and safety matters affecting members of the bargaining unit.

### **19.03 Proper Training**

- (a) No employee will be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction. Such safety training and instruction will be scheduled as time worked.
- (b) The University will provide First Aid coverage in accordance with Workers' Compensation Board regulations. Employees will be informed of the procedures for obtaining emergency first aid.

### **19.04 Protective Clothing and Equipment**

The University will provide all necessary protective devices, clothing, or equipment to the employee to ensure a safe work environment, according to Workers' Compensation Board regulations. An employee who refuses to use or wear such devices or who fails to follow health and safety procedures will be subject to disciplinary procedures. The regulations with respect to the right to refuse unsafe work will be posted on the Internet, and copies will be provided to employees on request.

### **19.05 Work Hazards**

The University will advise employees of hazards known to the University and associated with the work of the employee. Likewise, the employee will have the duty to make reasonable efforts to be informed of hazards known to the University and associated with the employee's work, and to report to the Supervisor the absence of or any defect in any protective devices, clothing or equipment, or of any hazard associated with the workplace of which he/she is aware. If prompt action does not ensue, the employee will inform the Department/Building Safety Committee through the Department Head.

### **19.06 Investigation of Work Situations**

Employees who believe their work situation is unsafe will immediately notify their supervisor. The supervisor will immediately notify the Manager of Occupational Health and Safety and the Associate Vice President of Human Resources. The employees may refuse to work in the situation until the safety problem has been corrected by the University, or until an investigation has determined that the situation is safe. Any investigation will be initiated by the Associate Vice President of Human Resources and conducted by a committee of two (2) Union and two (2) University appointees. If it is the unanimous opinion of the investigating committee members that the work situation is safe, the employees will return to their normal work duties. Employees may be assigned alternate work during the investigation.

### **19.07 Transportation of Accident Victims**

Transportation to a physician or hospital for employees requiring medical care as a result of a work-place injury or occupational disease, while employed by the University and at work, will be at the expense of the University.

## **ARTICLE 20 - GENERAL CONDITIONS**

### **20.01 Facilities**

Where applicable, and consistent with the facilities available to departments, the University will provide employees with an appropriate place for holding consultations with their students. The University will provide the required equipment, supplies, academic text(s) and facilities that, in the judgement of the University, are necessary for the performance of the employee's duties which have been assigned under the provisions of Article 13. Such facilities will include access to an existing University telephone for work related use.

### **20.02 Mailbox**

The University will ensure that each employee will have access to a general mailbox located within the department of his/her employment.

### **20.03 Record of Employment**

At the conclusion of the appointment period, the University will provide a Record of Employment consisting of inclusive dates of appointment(s) and classification(s) if requested by the employee.

## **ARTICLE 21 - CORRESPONDENCE**

### **21.01 Procedures**

All correspondence between the parties, arising out of this Agreement or incidental thereto, will pass to and from the Associate Vice President of Human Resources of the University or his/her designates and the Business Manager of the Union or his/her designates. When designates correspond, copies of such correspondence will be sent to the Associate Vice President of Human Resources of the University and to the Secretary of the Union.

### **21.02 Non-Binding Communications**

Section 21.01 will not preclude communication between officials of the University and officials of the Union. However, neither the University nor the Union will be bound to positions not set out in correspondence according to Section 21.01.

## **ARTICLE 22 - EMPLOYEE RECORDS AND PERFORMANCE REVIEWS**

### **22.01 Employee Files**

- (a) An employment file for each appointed employee will be maintained in each Department, School, or Faculty where a member of the bargaining unit is employed, and in a central personnel file in the Human Resources department. The employment file will be separate from any file on the academic record of the employee as a student. The Department employment file will include applications for positions, and performance reviews. To establish a record of discipline, disciplinary letters to an employee must be copied to the central personnel file in the Human Resources Department and to the Union. Both the Department and Human Resources files will include any correspondence with the employee or other documents relating to the employment relationship.
- (b) An employee will have the right to inspect his/her employment files in either the Department and/or Human Resources upon three (3) working days written notice to the Department Chair and/or the Executive Director of Human Resources (or designates). At the request of the employee, copies of any material in the employee's file will be provided at the employee's expense. In addition, the employee will have the right to respond to any document contained therein. Such reply will become part of the employee's file.

### **22.02 Performance Review**

It is the responsibility of the supervisor to provide advice and guidance to assist each employee to achieve the objectives of the position. The purpose of the performance review is to identify and build on an employee's strengths, to point out areas for improvement or development, and to optimize performance. Performance review is intended to be a positive and productive process, to assist employees to further their career objectives, and to ensure that teaching and research standards are maintained at the highest possible levels.

Performance reviews should not be based solely on the written evaluations completed by students. Performance reviews will not be used to discipline an employee. Where it is necessary to implement disciplinary action in response to performance problems, this will be done in accordance with Article 8.

If a performance review is prepared, whether at the request of the University or the employee, it shall be dated and a copy provided to the employee within five (5) working days. A copy will be placed on the employee's departmental employment file.

## **ARTICLE 23 - INDEMNITY**

- (a) The University indemnifies employees against legal actions brought by third parties in accordance with Policy 5770 (Defence, Indemnity and Liability Insurance), which is accessible on the internet.

- 23.00 (b) The University will notify the Union in advance of any changes to the above policy.

## **ARTICLE 24 - WAGES, DEDUCTIONS AND REIMBURSEMENTS**

### **24.01 Schedules**

All employees will be paid in accordance with the wage and classification schedules set out in Schedule 1 (for Component I) and Schedule 2 (for Component II).

### **24.02 Deductions**

The University will not make deductions from the salary unless authorized by statute, court order, arbitration order, this Agreement, or by agreement between the University and the employee.

### **24.03 Reimbursement for Use of Personal Vehicle on University Business**

The University provides reimbursement to employees who have been authorized to use their personal vehicle for University business in accordance with Policies 5700 (Automobile Insurance) and 5800 (Travel Policy) which are accessible on the internet.

## **ARTICLE 25 - TRAINING**

- 25.01 Each department will provide training for all employees appropriate to the duties required. Attendance at required training sessions shall be deemed time worked.

## **ARTICLE 26 - TERMINATION AND LAYOFF**

### **Component I**

#### **26.01 Layoff Of Employees From Positions Designated For Students**

- (a) Employees who are appointed to a term of at least ten (10) weeks will be entitled to two (2) weeks' notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two (2) weeks of their term. Employees who are appointed to a term of less than ten (10) weeks but more than four (4) weeks will be entitled to one (1) week's notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two (2) weeks of their term.
- (b) Layoffs will be implemented within departments in reverse order of appointment preference as stated in the department Appointment Priority Policy [see Article 13].

- 26.01 (c) Where two or more employees are tied within an appointment priority level and where all other selection criteria considered under Article 13.02 (b) are equal, seniority will be the tie-breaker.
- (d) Employees who are laid off will, where it is to their advantage, and for the next term of appointment to positions designated for students, be considered within the appointment priority category in which they were designated at the time of the layoff, in accordance with the Appointment Priority Policy in effect at the time of layoff.
- (e) The calculation of pay in lieu of notice will be based on the average weekly hours to be worked over the term of employment.

**26.02 Layoff Of Employees In Positions That Are Not Designated For Students**

- (a) Employees who are appointed to a term of appointment of at least twelve (12) weeks, will, after having worked the first two (2) weeks of the term, be entitled to a minimum of two (2) weeks' notice of layoff, or pay in lieu. Employees who are appointed to a term of less than twelve (12) weeks but more than four (4) weeks will be entitled to one (1) week's notice of layoff prior to the expiration of their term (or pay in lieu of notice), for other than cause or during probation, after having completed the first two weeks of their term.
- (b) Layoff of employees within a department will be in reverse order of seniority within job classification provided employees possess the qualifications and ability to perform the work, and subject to Article 26.02 (c) and (d) below.
- (c) Part-time employees who are laid off may not displace employees appointed in a position with a greater Full-Time Equivalency.
- (d) For greater clarity, employees who are registered in an academic degree program and who were appointed under an Appointment Priority Policy (Article 13) are not subject to displacement by employees laid off from positions not designated for students.

**26.03 Recall Period**

- (a) Employees with seniority who are laid off under Article 26.02 will be recalled to positions of similar Full-Time Equivalency within their job classification and department, in order of seniority, for up to twelve (12) months from the date of layoff, providing they possess the required qualifications and abilities.
- (b) Recall will be made by written notice of recall delivered by registered mail or courier to the employee's current address. Employees will be responsible for notifying their department heads of their current address. If employees fail, within five (5) working days of receipt of the notice of recall, to agree to return to work to an appropriate vacancy, on a specified or mutually agreed upon date, they cease to be employees unless such failure is owing to illness, injury or other exceptional circumstances beyond the employee's control.
- (c) Employees who have not been recalled to employment upon the expiration of the twelve (12) month recall period will be terminated from employment.

**Component II****26.04 Appointments Cancelled During First Two Weeks Of Program Where Second Language Teachers Have Commenced Work**

- (a) Second Language Teachers who commence work and whose appointments are cancelled during the first two (2) weeks of a program [see Articles 13.04 (d) and 13.05 (e)] will be entitled to notice for the time remaining during the first two (2) weeks, or pay in lieu.
- (b) During the first two (2) weeks of a program, Regular Sessional Second Language Teachers who were appointed to teach a program of twelve (12) or more weeks, will be laid off in reverse order of seniority. Provided such teachers possess the qualifications and ability to perform another position, they may displace the least senior teacher within any other long-term program that commenced at the same time. Any layoff will be implemented with the minimum necessary number of displacements, to avoid disruption to programs.
- (c) During the first (1<sup>st</sup>) week of a program, Regular Sessional and Term Second Language Teachers who were appointed to a term of appointment of at least six (6) weeks but less than twelve (12) weeks, will be laid off in reverse order of seniority. Provided teachers possess the qualifications and ability to perform another position, they may displace the least senior teacher within any other program that commenced either at the same time or at a later date. Any layoff will be implemented with the minimum necessary number of displacements, to avoid disruption to programs.

**26.05 Unanticipated Layoff Following First Two weeks Of Program**

- (a) Regular Sessional and/or Term Second Language Teachers teaching a long term program will be entitled to a minimum of two (2) weeks' notice of layoff, or pay in lieu after having worked the first two (2) weeks of a program. After three (3) consecutive years of service, Regular Sessional employees will be entitled to three (3) weeks notice, with one (1) additional week of notice for each subsequent year of completed service (full-time or part-time) up to a maximum of ten (10) weeks' notice (or pay in lieu), or the amount of notice to the end of the term, whichever is less.
- (b) All Second Language Teachers who are appointed to a term of appointment of less than twelve (12) weeks will be entitled to two (2) weeks' notice of layoff, or pay in lieu, after having worked the first two (2) weeks of a session.
- (c) Second Language Teachers who are appointed to a term of appointment of less than twelve (12) weeks may only displace another teacher appointed to another program if that other program has not yet commenced and the displaced teacher has less seniority.

- 26.05 (d) Recall will be made by written notice of recall delivered by registered mail or courier to the Second Language Teacher's current address. Teachers will be responsible for notifying their department heads of their current address. If teachers fail, within five (5) working days of receipt of the notice of recall, to agree to return to work to an appropriate vacancy, on a specified or mutually agreed upon date, they cease to be employees unless such failure is owing to illness, injury or other exceptional circumstances beyond the teacher's control.

**26.06 Severance Pay**

Where any Regular Sessional Second Language Teachers with seniority under Article 9.02(b) (i) are not assigned to long term programs in accordance with Article 13.05(b), or are not recalled from an unanticipated layoff under Article 26.05(a), for a period of twelve (12) consecutive months, they will receive severance pay at the rate of pay prior to layoff, on the basis of one (1) week's pay for each full year of service. Where service was less than full-time, one (1) week's pay will be calculated based on the average full-time equivalent worked over the previous five (5) years of service. Where employees request to terminate their employment and receive severance prior to the expiration of the twelve (12) month period, the University may, at its discretion and with the Union's agreement, pay severance on the basis of one (1) week's pay for each full year of service for the first ten (10) years and two (2) week's pay for each year of service thereafter.

**ARTICLE 27 – Cultural Assistants (Monitors) and Field Trips**

- 27.01 The University and the Union recognize that the nature of the work for employees in Continuing Studies: Cultural Assistants (Monitors), and in departments conducting field trips, requires that they work intermittently throughout the day and/or evening in order to carry out their responsibilities.
- 27.02 The University undertakes to ensure that employees are provided sufficient breaks during the work period and that they are scheduled a minimum of ten (10) consecutive hours of rest during any twenty-four (24) hour period.
- 27.03 Cultural Assistants may be scheduled to work on Statutory Holidays during which programs are operating. They will be compensated in accordance with the *Employment Standards Act*.
- 27.04 In the application of Article 14.02 (d), only the hours spent performing the actual duties of the position will be counted towards the work week, and overtime will be considered to be time in excess of the total hours to be worked over the term of appointment. It is intended that overtime will only be authorized in rare circumstances, in order to maintain the viability of programs.
- 27.05 Due to the short-term nature of Cultural Assistant Appointments, the requirement to conduct a formal mid-term review of the work schedule under Article 14.03 may be waived by mutual agreement.
- 27.06 Cultural Assistants will be compensated for scheduled hours of workshop preparation as part of the thirty-five (35) hour work week.



- 27.07 Cultural Assistants will be on probation for the lesser of two (2) terms of appointment or fourteen (14) weeks of work. In no case will Cultural Assistants remain on probation for more than fourteen (14) weeks (without a break in service of more than twelve (12) months), unless probation is extended by mutual agreement. Cultural Assistants who are assessed as unsuitable may be released from employment with forty-eight (48) hours notice or pay in lieu of notice.
- 27.08 Cultural Assistants will accrue seniority in hours by program areas (e.g. ELC, FLP), and will be reappointed by seniority to Cultural Assistant positions in accordance with Article 13.02 (i).

## **ARTICLE 28 – Non-Student Employees (Component 1)**

### **28.01 Preamble**

The University has, as one of its principal mandates, the objective to provide a quality undergraduate education program. To fulfill this mandate the University requires adequate numbers of qualified teaching assistant staff. Within this context the parties recognize the value of employing graduate (and undergraduate) students for academic support positions, to provide experience to complement students' academic programs, and to assist with financial support while they are attending the University.

It is also recognized that in a few cases, it may be necessary to employ non-student employees in term positions where qualified students are not available to meet the requirements of a department's program.

### **28.02 Long Service Non-Student Employees**

Non-student employees whose appointments exceed 0.50 FTE for eight (8) of twelve (12) months in each of four (4) of the past five (5) years, upon agreement of both parties shall then be entitled to the provisions below:

#### **(a) Vacation**

The vacation entitlements below will be provided to these employees in addition to those provided under Article 16.02 (a) [note: entitlements will be pro-rated if employment is for less than twelve (12) months and/or less than thirty-five (35) hours per week]:

In the fifth (5th) through seventh (7th) calendar year of service, one (1) additional working day per year; in the eighth (8th) calendar year of service, twenty (20) working days plus one (1) additional working day per subsequent calendar year of service to a maximum of five (5) such additional days.

28.02 (b) **Severance**

Where any of these employees are not re-appointed in accordance with Article 13 or recalled from layoff under Article 26, for a period of twelve (12) consecutive months, they will receive severance pay at the rate of pay prior to layoff, on the basis of one (1) week's pay for each full year of service. Where service was less than full-time, one (1) week's pay will be calculated based on the average full-time equivalent worked over the previous five (5) years of service. Where employees request to terminate their employment and receive severance prior to the expiration of the twelve (12) month period, the University may, at its discretion and with the Union's agreement, pay severance on the basis of one (1) week's pay for each full year of service for the first ten (10) years and two (2) week's pay for each year of service thereafter.

28.03 **Other Non-Student Employees**

All other non-student employees shall be limited to a maximum period of two (2) years of employment (exclusive of any prior employment as a student), except those the University declares exempt. The University will formally notify the Union of such employees who shall then be entitled to the below provisions:

(a) **Classification**

Declaration by the University does not preclude the parties reaching agreement noted in 28.02.

(b) **Termination and Layoff**

Where any of such employees are not re-appointed in accordance with Article 13 for a period of twelve (12) consecutive months or are laid off under Article 26, then employees will be recalled to positions of similar full-time equivalency within their job classification and department, in order of seniority, for up to twelve (12) months from the date of layoff, providing they possess the required qualifications and abilities and Articles 26.03 (b) and (c) in the Collective Agreement also apply.

(c) **Severance**

If employees are not recalled as per (b) above, they will receive severance pay at the rate of pay prior to layoff, on the basis of one (1) week's pay for each full year of service. Where service was less than full-time, one (1) week's pay will be calculated based on the average full-time equivalent worked over the previous five (5) years of service. Where employees request to terminate their employment and receive severance prior to the expiration of the twelve (12) month period, the University may, at its discretion and with the Union's agreement, pay severance on the basis of one (1) week's pay for each full year of service for the first ten (10) years and two (2) week's pay for each year of service thereafter.

## **ARTICLE 29- TERM OF AGREEMENT**

### **29.01 Term of Agreement**

This Agreement will be binding and remain in full force from the first (1<sup>st</sup>) day of September 2006, to the thirty-first (31<sup>st</sup>) day of August 2010, and will continue in force for that period of time required by any applicable Statute of the Province of British Columbia governing collective bargaining.

IN WITNESS WHEREOF the corporate Seals of the parties hereto have been hereunto affixed in the presence of their officers thereunto duly authorized on the 21 day of November, 2006.

The corporate Seal of UNIVERSITY OF VICTORIA was hereunto affixed in the presence of:

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Dr. D. Turpin, President and Vice Chancellor  
University of Victoria

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Gayle Gorrill, Vice President Finance and Operations  
University of Victoria

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Peter Sanderson, Associate Vice-President, Human Resources  
University of Victoria

The Corporate Seal of CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4163, was hereunto affixed in the presence of:

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Peter Hampton  
CUPE Local 4163

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Greg Melnechuk  
CUPE Local 4163

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Suze Kilgour  
CUPE Representative

**Schedule 1 – Table 1  
Academic & Scientific Assistants  
Component I**

	<b>Sept 1/06</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>
<b>Junior Assistants Probationary Rate</b>	12.97	13.23	13.49	13.76
<b>Post Probationary Rate</b>	13.31	13.57	13.84	14.11
<b>Senior Assistants</b>	21.95	22.38	22.82	23.27

**Note:** The monthly equivalent may be calculated by multiplying the hourly rate by 152.

**Schedule 1 - Table 2  
Cultural Assistant Rates - Component I**

	<b>Sept 1/06</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>
<b>Cultural Assistants Probationary Rate</b>	12.68	13.03	13.39	13.76
<b>Post-Probationary Rate</b>	13.00	13.36	13.73	14.11
<b>Chief Cultural Assistant</b>	17.78	18.13	18.49	18.85

**Second Language Teachers - Component 2  
Schedule 2 A  
Regular Sessional Employees**

<b>Steps</b>	<b>Sept 1/06</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>
1	22.72	23.18	23.65	24.13
2	23.39	23.86	24.34	24.83
3	24.08	24.56	25.05	25.55
4	24.65	25.15	25.66	26.18
5	25.17	25.68	26.20	26.73
6	25.69	26.21	26.74	27.28
7	26.23	26.76	27.30	27.85
8	26.76	27.30	27.85	28.41
9	27.31	27.86	28.42	28.99
10	27.85	28.41	28.98	29.56
11	28.43	29.00	29.58	30.17
12	29.01	29.59	30.18	30.79
13	29.61	30.21	30.82	31.44

**Second Language Teachers - Component 2  
Schedule 2 B  
Term Employees**

<b>Steps</b>	<b>Sept 1/06</b>	<b>Sept 1/07</b>	<b>Sept 1/08</b>	<b>Sept 1/09</b>
1	22.62	23.07	23.53	24.00
2	23.28	23.75	24.23	24.72
3	23.97	24.45	24.94	25.44
4	24.49	24.98	25.48	25.99
5	25.00	25.50	26.01	26.53
6	25.52	26.03	26.55	27.08
7	26.01	26.53	27.06	27.60
8	26.53	27.06	27.60	28.15
9	27.05	27.59	28.14	28.71
10	27.59	27.06	28.71	29.29
11	28.09	28.65	29.23	29.82
12	28.64	29.22	29.81	30.41
13	29.22	29.81	30.41	31.02

**Appendix A**  
**Appointment Priority Policy for Specialist Instructional (CUPE 4163) Positions**

<b>Appointment Priority Policy - A</b>	
<b>Priority Group</b>	<b>Level</b>
Graduate students previously appointed to bargaining unit positions as incoming students, and who will be in their 2nd year of a Masters program or the 2nd through 4 <sup>th</sup> year of a Ph.D. program	1
Masters Year 1 and Ph.D. Year 1	2
Ph.D. Year 2, 3, 4, or 5	3
Other graduate students (in other years, not previously appointed, or from other departments)	4
Undergraduates	5
Others/non-students	6
<b>Appointment Priority Policy - Variance 1</b>	
<b>Priority Group</b>	<b>Level</b>
Masters Year 1 and Ph.D. Year 1. Ph.D. Years 2 and 3 (where previously appointed to a bargaining unit position)	1
Where previously appointed to a bargaining unit position, Masters Year 2 and Ph.D. Year 4 or 5	2
Other graduate students (in other years, not previously appointed, or from other departments)	3
Undergraduates	4
Others/non-students	5
<b>Appointment Priority Policy - B</b>	
<b>Priority Group</b>	<b>Level</b>
Any qualified student within the (Academic) department	1
Any qualified student at the University	2
Others/non-students	3

**Interpretations and Guidelines:**

1. Year means the measure of time since the date of enrollment in a graduate degree program at the University of Victoria.
2. Students are defined to be students registered in an academic degree program at the University of Victoria.
3. Assignment of graduate students and other employees, within priority groups to positions will be made on the basis of the criteria in Article 13.02(b) of this Agreement.
4. The department will give due and thorough consideration to each of these criteria in making its selection decisions.
5. Where two (2) or more employees are tied within a priority group, and where all other factors above are considered equal (on balance), seniority will be the tie-breaker [see Article 13.02 (c)].
6. Upon request, reasons for non-appointment will be given in writing, with copies to the Union, to priority level candidates who are not offered an appointment, as well as to applicants who are bargaining unit members and who are not offered an appointment.
7. In the event a student will be employed in a major appointment as a non bargaining unit grant-funded Research Assistant (or other grant-funded position), or where a student will be receiving a major grant or major fellowship, appointment priority will be adjusted to level 4 in Policy A, or to level 3 in Variance 1, unless mutually agreed otherwise by the parties.
8. Academic departments with graduate programs which employ bargaining unit employees to support undergraduate programs will follow Appointment Priority Policy A unless noted below, or unless a variance is mutually agreed by the University and the Union in accordance with the Letter of Understanding: Re Article 13.
9. The current practice will continue such that employees in Level 1 of Appointment Priority Policy A will be offered a similar term of appointment to that received in the previous year, before such appointments are offered in a lower priority level, subject to mutual agreement otherwise.
10. Administrative Departments or Academic Departments that do not have an existing graduate program (e.g. Faculty of Law) will follow Appointment Priority Policy B.
11. Departments will continue to appoint to terms (for bargaining unit Specialist Instructional Academic, Research, or Scientific Assistantship or Laboratory Instructor positions) according to past practice, subject to Article 15. A term of appointment will, for employees registered in an academic degree program, normally be not more than one hundred ninety-six (196) hours nor less than ninety-eight (98) hours over a period of one academic term (e.g., Fall Term, Winter Term). Where operational requirements and/or budgets limit the hours available in positions, an appointment may be offered with a minimum of forty-nine (49) hours per term. Departments with requirements for less than forty-nine (49) hours per term may hire casually in accordance with Article 13.01(e).



12. The list of departments that will follow Variance 1 will be amended from time to time by mutual agreement of the parties pursuant to the principles outlined under Letter of Understanding #3. Department administrators and/or employees are advised to consult with a Human Resources Officer or with a CUPE 4163 staff representative for information about the departments covered under Variance 1, and/or about any other variance from existing standards.
13. Reference may also be made to the most recent listing of departments following Variance Policy 1 on either the Human Resources or CUPE 4163 web sites or by contacting either office.
14. The addition of 4<sup>th</sup> year Ph.D.'s to priority level 1 in Policy A will become effective for those appointed to bargaining unit positions as incoming Ph.D. students in the 2006-2007 academic year enrolled in a 4 year program as defined in the 2006-2007 Calendar or by mutual agreement of the parties, and who have not been offered at least equivalent income as a Sessional Lecturer in their 4<sup>th</sup> year.

**APPENDIX B - LETTERS OF UNDERSTANDING**

**LETTER OF UNDERSTANDING #1**

**Re: Work of the Bargaining Unit**

The parties recognize that historically, work which has typically been performed by members of CUPE Local 4163, has also been performed by others in the University community (e.g. faculty and professional staff). The parties agree that these past practices will continue subject to the provisions of Article 15 and/or any other Article that specifically applies.

Signed this      day of November, 2006.

\_\_\_\_\_  
Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #2**

**Re: Articles 16.03 (a); 16.04 (a) and (g)  
Changes to Staff Pension and LTD Plans**

The Canadian Union Of Public Employees Local No. 4163 (Re: The Component I & II Collective Agreement) and the University of Victoria (the parties) reached agreement in principle in the 2003 to 2006 Collective Agreement to include CUPE Local 4163 Component II Regular Sessional employees (subject to eligibility) in the Long Term Disability Plan (the LTD Plan) available to CUPE Local 951 employees, subject to conditions that were outlined under the former LOU#2 in that agreement.

In the 2006 to 2010 Collective Agreements between CUPE Locals 917 and 951, the LTD Plan was extended to cover CUPE 917 employees. CUPE Locals 917 and 951 also agreed to certain changes to the Staff Pension Plan and to improvements in the LTD Plan.

The improvements to the LTD Plan apply to all eligible CUPE 4163 Component II Regular Sessional employees. The increase in the cap limit has been incorporated into Article 16.04(g).

The parties agree that CUPE Local 917 and 951 members will have majority voice in relation to CUPE Local 4163 with respect to the administration of the Long Term Disability Plan between the Locals and the University.

Signed this      day of November, 2006.

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Greg Melnychuk,  
CUPE Local 4163

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Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

### LETTER OF UNDERSTANDING #3

#### Re: Article 13, Appointment Procedures for Component I

The University and the Union, in establishing the appointment/reappointment provisions in Article 13 of the first collective agreement have, to the degree practicable, standardized procedures and working conditions applicable to academic Component I members and positions.

Due to varying practices and procedures within and between faculties and departments, and also due to financial and pedagogical considerations, standardization has not been achieved. The Union understands that these considerations are based on departments' objectives both to attract quality graduate students by offering bargaining unit positions to incoming students, and to provide appropriate teaching support to the undergraduate programs within existing budgets. During the life of this Collective Agreement the University and the Union are committed to making every reasonable effort to ensure that variances from Appointment Priority Policy A and the terms of appointment as set out in Article 13, are limited to those departments where reasonable fiscal and/or pedagogical alternatives or constraints exist.

The University and the Union will, upon request of either Party, establish a sub-committee of the Labour Management Committee. The purpose of such a committee would be to discuss and, by mutual agreement, make timely recommendations that would:

- (a) facilitate standardization, taking into consideration fiscal and/or pedagogical concerns, and/or
- (b) review proposals from departments for a variance from existing standards.

As a matter of principle, it is agreed that where there is a possibility continued support would not be provided, this must be clearly communicated in a timely manner to the student(s) concerned.

Signed this      day of November, 2006.

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Greg Melnechuk,  
CUPE Local 4163

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Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

## LETTER OF UNDERSTANDING #4

### Component II Regular Sessional Appointment Procedures

The parties are agreed that the procedures for appointment of Regular Sessional Teachers will be modified as follows:

1. Regular Sessional English Language Teachers will submit their intended work schedules for the upcoming calendar year to their Director by November 30<sup>th</sup>.
2. Each teacher will be appointed, based on their intended work schedule, from January 1<sup>st</sup> to December 31<sup>st</sup> at a Full-Time Equivalency (FTE) of no more than 1.00 FTE. The intent is that all vacation days will be included in the work schedule and there will be no vacation carry over to the following calendar year.
3. Any changes by a teacher to their intended work schedule must be made no later than May 1<sup>st</sup> and may require a revised annual FTE that will result in a reconciliation of pay. Other events, (e.g. Leaves of Absence, Session Out) may also require a revised annual FTE that will result in a reconciliation of pay. In this event a revised appointment will be processed for the remainder of the year so that time worked over the calendar year equals time paid.
4. Should a revised appointment due to a Session Out or Leave of Absence result in a teacher no longer being eligible for benefit cost sharing, that teacher will be provided the opportunity to remain on the benefit plans provided they pay both their and the University's premium costs for the duration of the revised appointment.
5. In the case of a teacher who is not working, should a reconciliation require a repayment of monies overpaid, the teacher will make such payment by way of post-dated cheque(s) as reasonably required by the University. Conversely, should a reconciliation require payment of wages owing to a teacher who is not working, the University will make payment as soon as reasonable.

Either party may, no later than October 31<sup>st</sup>, provide written notice of withdrawal of agreement to the above modification to the appointment procedures and the parties will, effective the following calendar year, revert to the procedures in place for the 2006 year and any costing to the settlement will be allocated, instead, to an economic adjustment to the Component II salary schedule.

Signed this      day of November, 2006.

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Greg Melnechuk,  
CUPE Local 4163

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Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #5**

**Re: Information**

Further to Article 3.07 (b), the University agrees to supplement the listing provided to the Union with the available University telephone numbers and email addresses and student status (i.e. non-student, undergraduate, or graduate) of bargaining unit members. This agreement is dependent on technical feasibility, particularly as information systems develop, and on the assumption that there will be no additional administrative or programming costs incurred to produce this supplementary information.

This agreement to provide email addresses to the Union is not a guarantee to provide access to or use of University owned and operated computers, networks and email systems. The University retains sole discretion to grant access to or use of University owned and operated computers, networks and email systems. Where such access is granted from time to time, the Union and its officers agree to abide by the terms of the University policy on the responsible use of information technology services.

Signed this      day of November, 2006.

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Greg Melnechuk,  
CUPE Local 4163

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Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #6**

**Re: Substitute Teachers in Component II**

The following conditions will apply when a substitute teacher is required in Component II:

1. In so much as practical, teachers and head teachers will make a good faith effort to call substitutes on the basis of their place on the substitute call list. The teacher requiring a substitute is responsible for calling potential substitutes in accordance with the Centre's guidelines for substitutes. If the teacher requiring the substitute is too ill to find a substitute or cannot otherwise find one, that responsibility falls to the Head Teacher/Program Coordinator.
2. Term teachers will accrue hours teaching as a substitute and such hours will count for seniority purposes after the teacher has passed probation.
3. Substitutes receive an hourly rate of \$30 in recognition of the fact that they are often required to do some preparation. This hourly rate will increase consistent with the percent and timing of the general wage increases applied to Term Second Language Teachers.

Signed this     day of November, 2006.

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Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #7**

**Re: Article 17.13 (c) - Sick Leave for Employees working in Appointments of less than three months and/or less than half-time.**

The policy of the University with respect to graduate student employees (and others who are appointed on a similar basis) who are unable to work due to illness or injury has been, wherever possible, to provide employees the option of exchanging teaching assignments or of making up time, so as to avoid payroll deduction. This is consistent with the University's interest in providing financial support to graduate students. It has also been the University's practice to continue pay for these employees if, for valid reasons (i.e. the nature and length of the illness taken into consideration with the requirements of the work schedule), they have been unable to make up the time or to exchange working hours with other employees.

The intent is that a graduate student should maintain financial support if they suffer a short term illness which does not prevent them from continuing their academic studies, but may prevent them from attending to their part-time employment responsibilities for a brief period. This practice of continuing pay when absent due to illness may be affected by a department's budget for providing relief staffing, and by the number and length of absences in a department. It is understood that department heads must therefore exercise some discretion in administering the above practice, and that there is no defined sick leave entitlement for employees in appointments of less than three months and/or less than half-time.

The University and the Union agree that this practice will continue for the duration of the Collective Agreement. Where there is an alleged inconsistency in the application of this practice, the University undertakes to review the decision to ensure consistency with the general intent of the practice.

Signed this      day of November, 2006.

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Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative



**LETTER OF UNDERSTANDING #8**

**Re: Procedure for Establishing Initial Job Classification Descriptions**

The parties agree to make their best efforts to complete the process below within three months of signing the Collective Agreement.

- (a) Job Classification descriptions will be prepared describing the general nature of duties for all classifications within the bargaining unit.
- (b) The format of the job and classification description(s) will be developed by mutual agreement, taking into consideration the principle of gender neutrality.
- (c) Draft position descriptions will be completed by representative incumbent(s) in the classification, and submitted to the supervisor(s) for review and comment.
- (d) Completed draft descriptions shall be forwarded to the Human Resources Department. Human Resources will prepare a Classification Description in consultation with the Union.
- (e) The final agreed job classification description(s) will be forwarded to all relevant employees and supervisors.

Signed this      day of November, 2006.

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Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #9**

**Re: Employee Input**

The Parties agree that every employee may, during the period of their appointment, indicate, in writing, constructive recommendations concerning the employment responsibilities of the position, without prejudice to either the employee or supervisor.

Signed this      day of November, 2006.

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Greg Melnechuk,  
CUPE Local 4163

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Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING # 10**

**Component II Leaves of Absence and Seniority**

If an employee is approved for an extension to a leave of absence (either full or part-time) beyond one year and up to two years, her/his seniority will not be prorated per article 9.02 (b) (iii) or converted per article 9.02 (b) (iv) provided the leave is for bona fide equity or medical reasons or for purposes related to her/his education or family care responsibilities.

Signed this      day of November, 2006.

\_\_\_\_\_  
Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

\_\_\_\_\_  
Peter Hampton, CUPE Local 4163

\_\_\_\_\_  
Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #11**

**Re: COUS non-student employees**

Notwithstanding article 13.03, the parties agree that the probation period for non-students appointed for a duration of at least three (3) months at half time (0.50 FTE) or more will be three (3) months. The University may extend this probationary period to a maximum of three additional (3) months following consultation with the Union.

Signed this     day of November, 2006.

\_\_\_\_\_  
Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

\_\_\_\_\_  
Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #12**

**Re: Teacher Movement Once Elective Classes Have Begun**

Elective teachers may not move between ELC programs after the second (2<sup>nd</sup>) week of classes except in the case of taking a contract to replace a teacher on sick leave. In this case, the elective teacher, if they choose, will be permitted to drop the elective schedule to take over the core teacher's schedule. The elective teacher is responsible for meeting with the replacement teacher and preparing him/her to take over the class(es). This includes transferring the marks to date in a readable and concise format. The teacher must also make him/herself available to the students (in particular at the end of a program) either in person or via email to explain marks or answer other questions students may have about their class progress. The elective teacher, to replace a core teacher on sick leave, will be called in order of seniority and not restricted by how many elective classes he/she is currently teaching. Teachers in the short term programs will not be eligible to take the contract of a twelve (12) week teacher on sick leave if the short term program has already been in session for one week or longer.

The parties agree that this letter of understanding will expire on the end date of the current Collective Agreement, unless the parties mutually agree otherwise.

Signed this      day of November, 2006.

\_\_\_\_\_  
Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

\_\_\_\_\_  
Peter Hampton, CUPE Local 4163

\_\_\_\_\_  
Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #13**

**Re: Cultural Assistant Movement Once a Program Has Begun**

Cultural assistants who are working fewer than twenty-one (21) hours per week may move between ELC programs up until two (2) weeks after their program has begun, for programs of more than six (6) weeks, or up until one week after their program has begun, for programs of six (6) weeks or less. The chief cultural assistant, study centre assistant or conversation partner program manager may not move between programs.

The parties agree that this letter of understanding will expire on the end date of the current Collective Agreement, unless the parties mutually agree otherwise.

Signed this      day of November, 2006.

\_\_\_\_\_  
Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

\_\_\_\_\_  
Peter Hampton, CUPE Local 4163

\_\_\_\_\_  
Suze Kilgour, CUPE Representative

**LETTER OF UNDERSTANDING #14**

**Re: Component 2 Term Employee Vacation Pay**

Notwithstanding article 16.02c), term employees in Component 2 who have reached the 5<sup>th</sup> anniversary of their seniority date and have worked 4500 hours will, effective their next appointment, be paid six (6%) vacation pay.

Signed this      day of November, 2006.

\_\_\_\_\_  
Greg Melnechuk,  
CUPE Local 4163

\_\_\_\_\_  
Steve Gorham  
University of Victoria

\_\_\_\_\_  
Peter Hampton, CUPE Local 4163

\_\_\_\_\_  
Suze Kilgour, CUPE Representative

## LETTER OF UNDERSTANDING #15

### Re: Fiscal Dividend

#### THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from September 1, 2006 to August 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

#### Fiscal Dividend:

1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.

The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.

Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.

The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.

Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.

The payment will be paid to Full-Time Continuing employees on payroll as of March 31, 2010 and who have worked full-time over the period between April 1, 2009 and March 31, 2010. Full-Time employees who have been on an absence without pay in excess of 30 days will have the payment pro-rated based on units worked.

Other employees who worked less than full-time between April 1, 2009 and March 31, 2010 will be paid a pro-rated lump sum amount based upon the percentage of full-time units worked during the period.

**Note:** Employees on sick leave for the period will have their lump sum amount pro-rated based for the period of time on such leave (including LTD) only over the period.



Signed this      day of November, 2006.

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Greg Melnechuk,  
CUPE Local 4163

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Steve Gorham  
University of Victoria

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Peter Hampton, CUPE Local 4163

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Suze Kilgour, CUPE Representative

## Appendix 'C'

### Definitions

The following definitions are intended to assist employees and managers in the interpretation of the Collective Agreement. The definitive interpretation must be derived from the specific language of the Collective Agreement and the intent of the parties. If the reader has any question about the meaning or intent of a particular part of the Agreement, please refer to a designated Union representative or to the Human Resources Department.

#### 1. Organization and Management Structure

(subject to change in Accordance with Article 15)

**Faculty:** a group of departments offering academic degree programs (such as Sciences, Social Sciences, Humanities, Human and Social Development, Education, Engineering, Fine Arts), or a non-departmentalized Faculty (such as Business, Law, Graduate Studies), which is headed by a Dean. The Division of Continuing Studies is also headed by a Dean.

**Administrative Divisions:** typically one or more departments or other units headed by a Director.

**Department:** Academic units within Faculties are headed by a Chair (Departments) or Director (Schools and Centers). Administrative departments are headed by Managers. Departments may be organized into units or sections with a designated administrative staff or faculty member as unit head. The title of Chair is used in the Collective Agreement to represent any department or unit head designated by the University with the authority to make decisions appropriate to a Chair, Director, or Manager.

**Supervisor:** May be any of the following positions designated by the Chair, Director or Manager to supervise or assign work to employees: a faculty member, a PEA Administrative Officer, Sr. Lab Instructor, Sr. Academic Assistant, Sr. Scientific Assistant, Coordinator, Program Director, or other designated positions.

2. **Academic term(s):** where the Agreement refers to or implies an academic term, it will normally be understood to mean a period of approximately four (4) months (e.g. Fall term, or Spring Term). Where an appointment occurs during another academic period with compressed class schedules (e.g. Summer session), work schedules (Article 14), Probation periods (Article 13), Layoff Notice (Article 26) and other relevant time frames within the Agreement may be correspondingly adjusted to be consistent with the intent of the language.
3. **Appointment (or reappointment):** denotes a term of employment in a bargaining unit position, with designated start and end dates (see Article 13).
4. **Casual:** In Component I employees who are hired on an hourly basis (i.e., without appointment) for less than forty-nine (49) hours per term, except where mutually agreed otherwise. In Component II, employees who are hired without appointment, as substitutes on a day-to-day basis to cover a teachers absence.

5. **Employee registered in an academic degree program:** employees in bargaining unit positions who are students at the University of Victoria, registered full- or part-time in an undergraduate or graduate degree program.
6. **Full-time** appointments are defined in Article 14.02 and 14.08. Part-time appointments are those that are less than full-time (as defined in Article 14).
7. **Number and Gender:** The provisions of this Agreement are intended to be gender neutral wherever possible, and will be interpreted on that basis. Wherever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires, unless otherwise specifically stated.
8. **Post Doctoral Fellow, Research Associate, Research Fellow:** an individual employed under the direction of, or in collaboration with, a named faculty member(s) to conduct research, and whose salary is paid from an external research grant to the named faculty member(s).
9. **Scheduled vs. Unscheduled Work:** employees may be assigned duties that must be completed at specified times (scheduled), while other duties may be performed at the employee's choosing but within stated deadlines (unscheduled or self-scheduled). It is understood that for work to be considered unscheduled, it must be reasonably possible for employees to determine their schedule in a way that meets the required deadline, and is within the bounds of Article 14.
10. **Seniority:** as defined in Article 9. Conversion of Seniority for Component II Second Language Teachers transferring between Term and Regular Sessional status [see Article 9.02 (a) and (b)] will be done on the basis of sixteen hundred (1600) hours worked equals one (1) year's service.
11. **Applications:** Email applications for employment under Article 13 will be acceptable where technically feasible and where a procedure has been mutually agreed between the University and the Union.

**Appendix 'D'**

**Orientation Form**

Each Department will give written notice to each of its employees and to CUPE 4163 of the orientation meeting to be held in accordance with Article 3.02 at least one **(1)** week in advance of the date of the orientation meeting. Such notice will be consistent with the sample form set out below.

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**NOTICE OF MEETING**

In accordance with Article 3.02 of the Collective Agreement between the University of Victoria and CUPE 4163, the University will arrange and hold an induction/orientation meeting of all members of the Bargaining Unit in each Department (Faculty in non-departmentalized Faculties). All members of the bargaining unit are expected to attend. During this meeting, time will be provided for a representative of the Union to discuss the function of the Union.

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location of Meeting: \_\_\_\_\_

**Appendix 'E'**  
**Sample Checklist of Assigned Duties and Approved Work Schedule**

The work schedule must be defined in writing at the beginning of the term and reviewed and adjusted if necessary at the mid-term to ensure the required duties are consistent with, and will be completed within, the defined schedule.

DEPARTMENT/SCHOOL:	DATE:
POSITION:	COURSE/PROJECT:
APPOINTMENT, From:	To: TOTAL HOURS:

**WORK SCHEDULE**

ASSIGNED RESPONSIBILITY THOSE APPLICABLE)	(CHECK	HOURS <sup>1</sup> (per week or per term)		DAYS/ DATES
		INITIAL	MID-TERM <sup>2,3,4</sup>	
Establish Grading Criteria				
Grade Papers/Lab/Studio Assignments				
Lead Seminars/Tutorials, Laboratory/Studio Sessions				
Prepare Teaching Materials				
Teach Courses in the Absence of the Lecturer				
Student Consultation, Deal with Grade Complaints				
Assist to Design Laboratory/Studio Activities				
Prepare Laboratory/Studio Materials				
Attend Supervising Faculty Member's Lectures				
Attend Orientation/Information/Training Sessions				
Assist in Developing Course Outline				
Supervise Mid-Term(s) and/or Final Exam				
Mark Mid-Term(s) and/or Final Exam				
Prepare Tests and other Assessment Instruments				
Keep Records				
Lead Field Trips				
OTHER:				
OTHER: <sup>6</sup>				

EMPLOYEE

SUPERVISOR

CHAIR/DIRECTOR/DESIGNATE

Name

Signature

Mid-Term Review

Employee's Signature

Supervisor's Signature

Date

1. Article 14.01 dictates the weekly limit for hours of work. The supervisor enters the expected values in the Initial Hours and Days/Dates columns at the onset of employment. The actual hours as of the mid-term are entered at the mid-term review.

2. See Letter of Understanding #4 (Interpretation of Article 14.02) for information concerning obligations regarding the mid-term review.

3. If any problem arises that cannot be resolved by the supervisor and employee, it should be referred to the Chair and Union.

4. A performance review may be completed in accordance with Article 22.02 (Performance Review). A copy will be provided to the employee.

5. List the day or days (e.g., M,T,W,R,F) that the duties are to be performed or the anticipated dates of concentrated work (e.g., marking). For self-scheduled work, use SS.

6. Attach additional sheet(s) if required.

**COPY TO SUPERVISOR, EMPLOYEE, AND ACADEMIC DEPARTMENT FILE**